

MASTER AGREEMENT

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| Contract Number MA-200307 | AM. NO. |
| TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-1687665 | |

THIS MASTER AGREEMENT, made and entered into this 1st day of January, 2004, ("Effective Date") in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

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| TITLE OF OFFICER ACTING FOR STATE Business Services Manager | AGENCY Judicial Council of California, Administrative Office of the Courts | , hereafter called the State or AOC, and |
| CONTRACTOR'S NAME Bank of America, N.A. | | , hereafter called the Contractor or Bank. |

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows:

As set forth on this page and the attached Agreement for Government Banking Services (together, the "Master Agreement"), and the Exhibits and Appendices attached thereto, the Contractor shall perform banking services for the AOC for the benefit of the Superior Courts of California. The terms and conditions of this Master Agreement are set forth on this page and in the attached Agreement for Government Banking Services. The following Exhibits and Appendices are attached to and are governed in all respects by this Master Agreement: Exhibit A: List of Banks and Treasury Services, Exhibit B: Treasury Services Terms and Conditions, Exhibit C: Agreement for Safekeeping of Securities to Secure Deposits of Funds of the State of California with Member Bank of Federal Reserve Bank of San Francisco, Exhibit D: Deposit Agreement and Disclosure, Exhibit E: Merchant Services Terms and Conditions [Intentionally left blank], Exhibit F: Customer Agreement for Commercial Automated Investment Account, Exhibit G: Procurement Card Services Terms and Conditions [Intentionally left blank], Exhibit H: Fee Schedule, Appendix A: List of Potential Participating Superior Courts for Merchant Services [Intentionally left blank], and Appendix B: Participation Agreement for Merchant Services [Intentionally left blank].

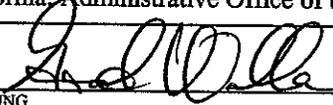
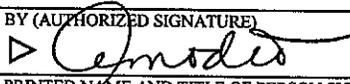
In the event of a conflict between this Master Agreement and an Exhibit or Appendix, this Master Agreement shall prevail.

This Master Agreement shall commence upon the Effective Date, as set forth above, and shall continue for an initial five-year term, which shall renew automatically thereafter for one-year terms, unless a party notifies the other party, at least 180 days prior to a renewal term, of that party's decision not to renew, or unless terminated in accordance with this Master Agreement.

IN WITNESS WHEREOF, this Master Agreement, together with the attached Exhibits and Appendices, has been entered into by the parties hereto, effective upon the Effective Date.

STATE OF CALIFORNIA

CONTRACTOR

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|--|---|
| AGENCY Judicial Council of California, Administrative Office of the Courts | CONTRACTOR (if other than an individual, state whether a corporation, partnership, etc.) Bank of America, N.A. |
| BY (AUTHORIZED SIGNATURE)  | BY (AUTHORIZED SIGNATURE)  |
| PRINTED NAME OF PERSON SIGNING Grant Walker | PRINTED NAME AND TITLE OF PERSON SIGNING Mary Heare Amodio, Vice President |
| TITLE Business Services Manager | ADDRESS Attn: Suzanne Wilson, CA5-704-14-11, 315 Montgomery St., San Francisco, CA 94104-1866 |

| | | |
|--|--|-------------|
| AMOUNT ENCUMBERED BY THIS DOCUMENT Not Applicable | PROGRAM/CATEGORY (CODE AND TITLE) | FUND TITLE |
| PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT Not Applicable | (OPTIONAL USE) | |
| TOTAL AMOUNT ENCUMBERED TO DATE Not Applicable | ITEM | CHAPTER |
| | STATUTE | FISCAL YEAR |
| | OBJECT OF EXPENDITURE (CODE AND TITLE) | |

*Department of General Services
Use Only*
**EXEMPT FROM DEPARTMENT OF
GENERAL SERVICE APPROVAL.**

I hereby certify upon my own personal knowledge that budgeted funds are available for the period of the expenditure stated above.

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|---|------------|----------|
| SIGNATURE OF ACCOUNTING OFFICER  | T.B.A. NO. | B.R. NO. |
| DATE | | |

CONTRACTOR STATE AGENCY DEPT. OF GEN. SER. CONTROLLER

Agreement for Government Banking Services

The background of this Master Agreement is as follows:

1. The AOC issued a Request for Proposal ("RFP") requesting banks to provide banking services (the "Services") to the AOC for the benefit of the Superior Courts of California, and/or to any of the Superior Courts of California, as follows:
 - 1) treasury services;
 - 2) depository services;
 - 3) merchant services and electronic check services;
 - 4) investment services; and
 - 5) procurement card services; and
2. The Bank of America, N.A. ("Bank") was the successful bidder under the RFP to provide the Services pursuant to its response dated May 16, 2003 (the "Bid Response").
3. As the Bank indicated in the Bid Response, the Bank will consolidate into one or more AOC accounts certain funds deposited by participating Superior Courts or the AOC, sweep some of such funds into interest-bearing investments, and manage such funds on behalf of the AOC and the Superior Courts in accordance with this Master Agreement and its Exhibits and Appendices.
4. This Master Agreement, and its Exhibits and Appendices, set forth the mechanisms by which the Bank will, among other services, manage funds and clear checks, and provide card services for the AOC on behalf of the participating Superior Courts.
5. The parties wish to enter into this Master Agreement for the purpose of specifying the terms and conditions governing all such Services.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the parties hereby agree as follows:

The Bank shall provide the Services in accordance with the following:

1. Services

1.1 Description of Services

- 1.1.1 As provided in this Master Agreement and the Exhibits and Appendices attached thereto, the Bank shall, at the AOC's request, consolidate into

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one or more AOC accounts certain funds deposited by any of the participating Superior Courts of California (the "Superior Courts"). Such accounts shall be maintained by the AOC for the benefit of the Superior Courts. The AOC may maintain one or more such accounts on behalf of each Superior Court.

1.1.2 Subject at all times to this Master Agreement, the Bank shall, at the AOC's request, provide the following Services to the AOC for the benefit of the Superior Courts in connection with such accounts:

- Treasury Services, as provided by Exhibits A and B;
- Depository Services, as provided by Exhibit D; and
- Investment Services, as provided by Exhibit F.

1.1.3 The Bank hereby agrees that all amounts to be deposited by a participating Superior Court with the Bank shall be secured by the Bank in accordance with California Government Code §§ 16520-16554, as amended ("State Security Law"). In this connection, the Bank represents and covenants that:

- All deposits will be secured by, and in accordance with, the "Agreement for Safekeeping of Securities to Secure Deposits of Funds of the State of California with Member Bank of Federal Reserve Bank of San Francisco" dated August 16, 1965 ("1965 Agreement") among the Bank, the Federal Reserve Bank of San Francisco, and the Treasurer of the State of California; Exhibit C to the Master Agreement.
- The 1965 Agreement has not been amended or supplemented, is in full force and effect, and is the only document evidencing the Bank's compliance with the State Security Law.
- The Bank will notify the AOC promptly upon becoming aware of any proposed amendment or supplement to, or termination of, the 1965 Amendment.

1.2 Treasury Services.

1.2.1 The Bank shall, at the AOC's request, provide any of the treasury services listed as "Services" in Exhibit A: the List of Banks and Services for Use with Exhibit B: the Treasury Services Terms & Conditions to this Master Agreement ("Treasury Services").

1.2.2 The entire and integrated agreement between the AOC and the Bank related to Treasury Services shall consist of this Master Agreement and

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Exhibits A and B to this Master Agreement (including any applicable user documentation and set-up forms). In the event of conflict between any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Master Agreement, without any Exhibits or Appendices, and (2) Exhibits A and B to this Master Agreement, including applicable user documentation, set-up forms or as the AOC may delegate authority to one or more persons to sign such set-up forms pursuant to the "Treasury Services Delegation of Authority Form" provided in Exhibit B on pages B(ii) and B(iii). These documents supersede all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Treasury Services.

1.3 Depository Services.

1.3.1 The Bank shall, at the AOC's request, provide depository services in accordance with Exhibit D: Deposit Agreement and Disclosure, to this Master Agreement ("Depository Services").

1.3.2 The entire and integrated agreement between the AOC and the Bank related to Depository Services shall consist of this Master Agreement and Exhibit D to this Master Agreement (including any applicable user documentation, signature cards or set-up forms). In the event of conflict between any of the preceding documents, such documents shall govern in the following order of precedence: (1) this Master Agreement, without any Exhibits or Appendices, and (2) Exhibit D to this Master Agreement, including any user documentation, signature cards or and set-up forms. These documents supersede all prior negotiations, representations, statements and agreements, whether written or oral, regarding the Depository Services.

1.3.2 The entire and integrated agreement between the AOC and the Bank related to collateralization of deposits shall consist of this Master Agreement and the 1965 Agreement. The Bank shall provide a report of the current market value of pledged securities to the AOC's Chief Financial Officer by the 10th of each month.

1.3.4 The accounts may, as directed by the AOC, be zero-balance accounts (ZBAs).

1.4 Merchant Services – [Intentionally left blank]

1.5 Investment Services.

The entire and integrated agreement between the AOC and the Bank related to Investment Services shall consist of this Master Agreement and the Bank's

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Customer Agreement for Commercial Automated Investment Account as described in Exhibit F. The AOC shall complete and sign a form substantially similar to the Nations Reserves Investment Selection Form in Exhibit F for each participating Superior Court. In the event of conflict among any of the documents listed in this Section, such documents shall govern in the following order of precedence: (1) this Master Agreement, without any Exhibits or Appendices, and (2) Customer Agreement for Commercial Automated Investment Account.

1.6 Procurement Card Services – [Intentionally left blank].

2. Fees. The Fees for the Services provided under this Master Agreement and its Exhibits and Appendices are listed in Exhibit H, Fee Schedule. Until the later of: 1) five years after the Effective Date of this Master Agreement, or 2) when all fifty-eight (58) California Superior Courts have their accounts managed by the AOC under this Master Agreement, these Fees shall not be modified except as expressly agreed to in writing by a duly authorized representative of the State. Thereafter, Fees may be increased by the Bank by a rate not-to-exceed the Consumer Price Index. As used herein, the "Consumer Price Index" shall mean the United States Department of Labor Statistics' Consumer Price Index, All Urban Consumers, All Items, San Francisco, California, or the successor of such index (where the first year in which Fees may be increased will be designated as the year in which prices equal 100). In the event that the Consumer Price Index as constituted, compiled, and published as of the Effective Date is revised or changed or ceases to be compiled and published during the term of this Master Agreement, then both parties shall cooperate in good faith to agree on a comparable index or appropriate escalation factors.
3. Commencement of Performance. Except as otherwise agreed by the parties, the Bank shall begin performing each Service upon execution and delivery of this Master Agreement and its Exhibits and Appendices and any applicable set-up documents for Treasury Services, Depository Services or Investment Services. The Bank shall continue to perform such Services during the term of this Master Agreement.
4. Term. The term of this Master Agreement is as noted above on the Master Agreement coversheet.
5. Termination
 - 5.1 Upon the expiration of the term of this Master Agreement, this Master Agreement and any Services provided to the AOC pursuant to the attached Exhibits and Appendices shall terminate. Any such Service provided pursuant to this Master Agreement and the attached Exhibits and Appendices may also be terminated: (a) as described in applicable Exhibit or Appendix, or (b) by

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the AOC at any time, with or without cause and without penalties, fees, or charges of any kind thereafter, upon thirty (30) days' written notice to the Bank.

5.2. Notwithstanding any other provisions contained in this Master Agreement, its Exhibits or Appendices, the AOC may immediately terminate this Master Agreement and any or all of the Services provided thereunder in the event of the commencement, by or against the Bank, of any bankruptcy, reorganization, receivership, conservatorship, or similar protection of the Bank under then applicable federal or state law providing for the relief of debtors or the protection of creditors. In addition, the AOC may terminate this Master Agreement and any or all of the Services immediately if any of the following occur:

- The Bank terminates, liquidates or dissolves its business or disposes of a substantial portion of its assets;
- A receiver or trustee of all or substantially all of the Bank's property is appointed;
- The Bank fails generally to pay its debts as they become due;
- The Bank involuntarily becomes the subject of any bankruptcy, reorganization or other similar proceeding; or
- The Bank initiates any composition with its creditors.

6. Audits

The Bank shall permit the authorized representative of the State or its designee or both at any reasonable time to inspect or audit all data directly relating to the Bank's provision of Services, performance and billing to the State under this Master Agreement and its Exhibits and Appendices. The Bank agrees to maintain such data for not less than seven (7) years after any given transaction or for a period of three (3) years after final payment under this Master Agreement.

7. Drug Free Workplace

The Bank certifies that it will provide a drug-free workplace as required by California Government Code Sections 8355 through Section 8357.

8. Non Discrimination/No Harassment Clause

8.1 During the performance of this Master Agreement and its Exhibits and Appendices, the Bank and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability,

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medical condition, marital status, age (over 40), sex, or sexual orientation. The Bank shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- 8.2 During the performance of this Master Agreement and its Exhibits and Appendices, the Bank and its subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Bank and its subcontractors interact in the performance of this Master Agreement and its Exhibits and Appendices. The Bank and its subcontractors shall take all reasonable steps to prevent harassment from occurring.
- 8.3 During the performance of this Master Agreement and its Exhibits and Appendices, the Bank shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code section 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, section 7285, *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Master Agreement by reference and made a part of it as if set forth in full.
- 8.4 During the performance of this Master Agreement and its Exhibits and Appendices, the Bank and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 8.5 During the performance of this Master Agreement and its Exhibits and Appendices, the Bank shall include or have included compliance language consistent with these nondiscrimination/no harassment requirements in any subcontracts it issues or had issued related to the performance of services under this Master Agreement and its Exhibits and Appendices.

9. Americans with Disabilities Act

During the performance of this Master Agreement and its Exhibits and Appendices, the Bank and its subcontractors shall comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. § 12101, *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

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10. California Law

This Master Agreement together with its Exhibits and Appendices shall be governed by and interpreted according to the laws of the State of California without reference to its principles of conflict of laws.

11. No Guarantee of Work

This is a not an exclusive contract. Neither this Master Agreement nor any of its Exhibits or Appendices guarantee the Bank any work or right to services nor is there any guarantee as to any volume of work or services.

12. AOC Confidential Information

12.1 Use

In the course of performing the services under this Master Agreement and its Exhibits and Appendices, the Bank may have access to information (including, without limitation, information linking any specific individual to any legal or administrative proceedings, trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists and information, personnel information, financial data, and proprietary information of third parties provided to the AOC or a Superior Court in confidence) regarding the AOC, the Superior Courts, practitioners before the courts, or members of the public (collectively, "Confidential Information"). The Bank will hold all such Confidential Information in strict confidence, will use Confidential Information solely for the purpose of performing its obligations under this Master Agreement and its Exhibits and Appendices, and will disclose Confidential Information to its employees and agents solely on a need-to-know basis. The Bank shall be fully responsible for the acts of its employees or agents in the event any of its employees or agents to whom the Bank has disclosed such confidential information fails (a) to hold Confidential Information in strict confidence, or (b) to use the Confidential Information solely for the purpose of performing its or their obligations under the Master Agreement and its Exhibits and Appendices.

12.2 Exceptions

The Bank's obligations under this Section 12 will not apply to any Confidential Information that the Bank can demonstrate: (i) is or becomes generally available to the public other than as a result of disclosure by the Bank or its employees or agents in breach of this Master Agreement or other obligation; (ii) becomes available to the Bank on a non-confidential basis from a third party, unrelated to the AOC or a Superior Court, who has the right to make such information available on a non-confidential basis; (iii) was known

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to the Bank on a non-confidential basis prior to its disclosure to the Bank in connection with this Master Agreement; or (iv) is independently developed by the Bank personnel without use of or access to the Confidential Information.

12.3 Compelled Disclosures

Notwithstanding the provisions of this Section 12, the Bank shall be permitted to disclose Confidential Information to the extent such disclosure is required by the order of a court or similar judicial or administrative body, provided that the Bank will, as permitted by law, promptly notify the AOC in writing upon receipt of any such order and prior to making any such required disclosure, and will cooperate with the AOC to limit the scope of the disclosure.

12.4 Breach; Equitable Relief

The Bank acknowledges and agrees that any unauthorized disclosure or use (or threatened disclosure or use) of Confidential Information is likely to cause irreparable harm and significant injury to the AOC, a Superior Court, and/or the public, the degree of which may be difficult to ascertain and for which money damages could not reasonably or adequately compensate the AOC and/or a Superior Court. Accordingly, and in addition to the AOC's right to seek damages and other available remedies at law or in equity, the Bank agrees that the AOC will have the right to obtain immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this Section 12 if so ordered by a court of competent jurisdiction.

12.5 Miscellaneous

The Bank shall be bound by this Section 12 notwithstanding any other provision contained in this Master Agreement or in any Exhibit, Appendix or other attachment thereto, and the Bank's obligations under this Section 12 shall survive indefinitely after termination of this Master Agreement or any portion thereof.

13. Changes in Law

In the event that the AOC determines that there has been a change in any applicable law, rule, regulation (or any provision thereof), or any change in the interpretation or administration thereof, that has or could have the effect of making any provision of the Master Agreement or its Exhibits or Appendices illegal or, as determined by the AOC in good faith, inadvisable, the Bank agrees promptly to modify such provision in a manner that is satisfactory to the AOC and approved by the Bank, which approval by the Bank shall not be unreasonably withheld.

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14. Notices. Except as may otherwise be specified in the applicable service-level agreement or set-up form, notices to the AOC and the Bank shall be sent to the addresses set forth below:

AOC: Administrative Office of the Courts
Attention: Grant Walker
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94102
Telephone: (415) 865-7978
Fax: (415) 865-4326

Bank: Bank of America NA
Attention Suzanne Wilson
CA5-704-14-11
315 Montgomery St
San Francisco, CA 94104-1866
Telephone: 415-622-5146
Fax: 415-622-1316

Changes in or additions to the respective addresses set forth above may be made from time to time by any party upon written notice to the other party.

15. Signature Authority

The parties signing this Master Agreement certify that they have proper authorization to do so.

16. Survival

The termination or expiration of this Master Agreement or its Exhibits or Appendices shall not relieve either party of any obligation or liability accrued hereunder prior to such termination or expiration, nor affect or impair the rights of either party arising under this Master Agreement prior to such termination or expiration, except as expressly provided herein.

17. Entire Agreement

17.1 This Master Agreement together with its Exhibits and Appendices constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing and all other communications between the parties with respect thereto. No waiver, alteration, modification of, or addition to the terms and conditions contained herein shall be binding on the State unless expressly agreed in writing by a duly authorized representative of the State.

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- 17.2 Additional Exhibits or Appendices may be added to this Master Agreement regarding additional Services to be provided by the Bank to the AOC on behalf of the Superior Courts, and current Exhibits (including Exhibit H) may be amended to provide for such additional Services. Any amendment to this Master Agreement or any Exhibit or Appendix must be expressly agreed to in writing by a duly authorized representative of the AOC and the Bank. Any additional Exhibits or Appendices, and any amendments or current Exhibits, shall be governed in all respects by this Master Agreement.

EXHIBIT A

**LIST OF BANKS AND TREASURY SERVICES
FOR USE WITH EXHIBIT B,
TREASURY SERVICES TERMS & CONDITIONS**

The following Banks and Treasury Services are covered by the Bank of America Treasury Services Terms and Conditions (attached as Exhibit B to the Master Agreement):

BANKS

In the United States of America:

Bank of America NA in Arizona, Arkansas, California, District of Columbia, Florida, Georgia, Idaho, Illinois, Iowa, Kansas, Maryland, Missouri, Nevada, New Mexico, New York, North Carolina, Oklahoma, Oregon, South Carolina, Tennessee, Texas, Virginia and Washington

Outside of the United States of America:

Bank of America NA in Australia, Belgium, Canada, France, Germany, Greece, Hong Kong, India, Indonesia, Ireland, Italy, Japan, Jersey, Korea (South), Netherlands, People's Republic of China, Philippines, Singapore, Spain, Switzerland, Taiwan, Thailand, and United Kingdom

Bank of America Malaysia Berhad

TREASURY SERVICES

Once you open an account with us, the following treasury services may be provided according to the terms and conditions in Exhibit B. Treasury Services may be offered by various Bank of America Corporation Banks or branches under any of the names given above.

| FOR SPECIFIC SECTIONS COVERING: | REFER TO THIS SECTION: |
|---|-------------------------------|
| Account Reconciliation | Account Reconciliation |
| Account Reconciliation Inquiry | Account Reconciliation |
| Bank of America Direct (Account Reconciliation) | Account Reconciliation |
| Deposit Reconciliation | Account Reconciliation |
| Electronic Account Reconciliation (EREC) | Account Reconciliation |
| Fine Sort/Check Fine Sort | Account Reconciliation |
| Full Account Reconciliation | Account Reconciliation |
| Paid Checks Microfilm | Account Reconciliation |
| Paid Item Reconciliation | Account Reconciliation |
| Partial Account Reconciliation | Account Reconciliation |
| Pay/2 | Account Reconciliation |
| Range Account Reconciliation | Account Reconciliation |

Exhibit A to Master Agreement
 Contract No. MA200307 with Bank of America, N.A.

| FOR SPECIFIC SECTIONS COVERING: | REFER TO THIS SECTION: |
|--|---------------------------------------|
| Automated Clearing House Services | |
| <i>ACH Initiation (Corporate to corporate payments & receipts, corporate to consumer payments & receipts, concentration, tax payments)</i> | |
| ACH Auditor | Automated Clearing House |
| ACH Transmissions | Automated Clearing House |
| ACH Manager | Automated Clearing House |
| AllPay(ACH) | Automated Clearing House |
| BAMTRAC® (ACH) | Automated Clearing House |
| Cash Express | Automated Clearing House |
| CashPay (ACH origination of Direct Deposit) | Automated Clearing House |
| CashPay (Employee Account) | See CashPay Deposit Account Agreement |
| Cross Border ACH | Wire Transfer & International EFT |
| ENCORE+ for Windows ACH | Automated Clearing House |
| MICROCASH® | Automated Clearing House |
| PC ACH for Windows | Automated Clearing House |
| The Payment Network (ACH/AllPay) | Automated Clearing House |
| WANDA® Electronic Service (Payments-Single ACH) | Automated Clearing House |
| <i>ACH Cash Concentration</i> | |
| Lockbox/ACH Concentration | Automated Clearing House |
| Multibank Cash Concentration | Automated Clearing House |
| <i>ACH Tax Payments</i> | |
| BAMTRAC® (ACH) | Automated Clearing House |
| ACH Manager | Automated Clearing House |
| ENCORE+ for Windows ACH | Automated Clearing House |
| PC ACH for Windows | Automated Clearing House |
| BankAmeriTax® | Tax Payments |
| Express Tax | Tax Payments |
| <i>ACH Authorization – Receive</i> | ACH-Receive |
| ACH Blocks and Filters | ACH-Receive |
| DirectPay | ACH-Receive |
| Electronic Bill Payment Authorization | ACH-Receive |
| Electronic Payment Authorization (EPA) Filter | ACH-Receive |
| PayOnly | ACH-Receive |
| Check Issuance | |
| AllPay(Check Issuance) | Check Issuance |
| Check Payments | Check Issuance |
| Enterprise Gateway (Check Issuance) | Check Issuance |
| FX Wires and Drafts (Drafts) | Check Issuance |
| Global Cheque (MicroWire) | Check Issuance |
| The Payment Network (Checks) | Check Issuance |
| Check Truncation | |
| Check Safekeeping/Check Storage/Check Truncation | Check Truncation |
| Electronic Check Truncation (ECK) | Check Truncation |

Exhibit A to Master Agreement
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| FOR SPECIFIC SECTIONS COVERING: | REFER TO THIS SECTION: |
|---|--|
| Client Printed Drafts WANDA® Checkwriter WANDA® Foreign Drafts (WANDA® Electronic Service) | Client Printed Drafts Client Printed Drafts |
| Coin and Currency Automated Business Center (Automated Change Dispensers) Change Orders-Banking Centers Coin and Currency Requisitions/Change Orders Money Manager | Coin and Currency Coin and Currency Coin and Currency Coin and Currency |
| Commercial Deposits Automated Business Center (Deposits) Cash Vault Deposits Dash Deposit Deposits Delivered to a Bank Processing Center (Cash Letters) Night Depository Quick Business Deposit® | Commercial Deposits Commercial Deposits Commercial Deposits Commercial Deposits Commercial Deposits Commercial Deposits |
| Communications Electronic Mail Investment Transfer Requests (Electronic Mail) Loan Payment/Advance Requests (Electronic Mail) | Communications Communications Communications |
| Controlled Balance Accounts Collection/Disbursement Transfer Service Controlled Balance Accounts Depository Plus Total Funds Roundup Zero Balance Accounts | Controlled Balance Controlled Balance Controlled Balance Controlled Balance Controlled Balance |
| Controlled Disbursement <i>Note: Only the Controlled Disbursement arrangements at the following sites are covered under this Exhibit A:</i> Ashville, North Carolina DeKalb, Georgia Northbrook, Illinois Walnut Creek, California Wichita Falls, Texas Tallahassee, Florida Vandalia, Missouri Stop Payments Via telephone, facsimile, or in writing for Controlled Disbursement accounts | Controlled Disbursement Controlled Disbursement Controlled Disbursement Controlled Disbursement Controlled Disbursement Controlled Disbursement Controlled Disbursement Controlled Disbursement |
| Disbursement Image Access Bank of America Direct (Image Access) Check Image Inquiry Disbursement Image Access Image OnSite CD-ROM Image OnSite Plus CD-ROM PerfectView Plus | Disbursement Image Access Disbursement Image Access Disbursement Image Access Disbursement Image Access Disbursement Image Access Disbursement Image Access |

Exhibit A to Master Agreement
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| FOR SPECIFIC SECTIONS COVERING: | REFER TO THIS SECTION: |
|---|--|
| Wholesale Lockbox | Lockbox |
| MicroTrade®/BankWindow®/Bank of America Direct Trade Direct Direct Collection | Collections |
| Advising Export Letters of Credit | Export Letters of Credit Export Letters of Credit |
| Acceptance Reports BAMTRAC® for Windows – ITB/TSR Export Reports Import Reports Standby Reports | Information Reporting Information Reporting Information Reporting Information Reporting Information Reporting |
| Commercial Applications Guarantee Import Applications Standby Applications | Standby & Import Letters of Credit Standby & Import Letters of Credit Standby & Import Letters of Credit Standby & Import Letters of Credit |
| Money Market Investments Money Market Investment Service | Money Market Investment Service |
| Online Stop Payments BAMTRAC® Online Stop Payments BAMTRAC® Stop Pay + Bank of America Direct (Stop Payments) ENCORE+ & ENCORE+ for Windows Stop Payments Online Stop Payments, Stop Pay + | Online Stop Payments Online Stop Payments Online Stop Payments Online Stop Payments Online Stop Payments |
| Positive Pay BAMTRAC® (Reverse Positive Pay) Bank of America Direct (Image Positive Pay) Bank of America Direct (Positive Pay) | Positive Pay Positive Pay Positive Pay |
| ENCORE+ Positive Pay ENCORE+ Reverse Positive Pay Event Notification Image Positive Pay Manual Positive Pay Online Positive Pay/Auto Check Pay Positive Pay SWIFT Positive Pay Teller Positive Pay Thru Check (Reverse Positive Pay) WANDA® Checkwriter (Positive Pay) WANDA® Image Positive Pay | Positive Pay Positive Pay |
| Stop Payments Stop Payments Via telephone, facsimile, in writing or in person | See Deposit Account Agreement |

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| FOR SPECIFIC SECTIONS COVERING: | REFER TO THIS SECTION: |
|--|-----------------------------------|
| Wire Transfer & International Electronic Funds Transfer | |
| <i>Account/Book Transfer</i> | |
| BAMTRAC® Account/Book Transfer | Wire Transfer & International EFT |
| ENCORE+ Wire Initiation | Wire Transfer & International EFT |
| ENCORE+ for Windows Wire Initiation | Wire Transfer & International EFT |
| <i>Wire Initiation</i> | |
| AllPay(Wire Transfer) | Wire Transfer & International EFT |
| BAMTRAC® Cross Currency Payments (on GBS) | Wire Transfer & International EFT |
| BAMTRAC® Global Funds Transfer (Wires) | Wire Transfer & International EFT |
| BAMTRAC® Global Money Transfer Service | Wire Transfer & International EFT |
| Bank of America Direct Account Transfers | Wire Transfer & International EFT |
| Bank of America Direct FX Wire and Draft | Wire Transfer & International EFT |
| Bank of America Direct Payments Initiation | Wire Transfer & International EFT |
| ConnectWire | Wire Transfer & International EFT |
| Cross Border ACH | Wire Transfer & International EFT |
| ENCORE+ for Windows Wire Initiation Service | Wire Transfer & International EFT |
| ENCORE+ Wire Initiation Service | Wire Transfer & International EFT |
| Enterprise Gateway (Wires) | Wire Transfer & International EFT |
| FX Wires and Drafts (Wires) | Wire Transfer & International EFT |
| Global Funds Transfer (Wires) | Wire Transfer & International EFT |
| Global Money Transfer Service | Wire Transfer & International EFT |
| International Electronic Funds Transfer | Wire Transfer & International EFT |
| Oral Funds Transfer | Wire Transfer & International EFT |
| Pay/2 Electronic Funds Transfer | Wire Transfer & International EFT |
| Telephone FX and US Dollar Wire Transfers | Wire Transfer & International EFT |
| The Payment Network (Wires-Outgoing) | Wire Transfer & International EFT |
| WANDA® Electronic Service (Payments-Funds Transfers) | Wire Transfer & International EFT |
| WANDA® Payments (Funds Transfer) | Wire Transfer & International EFT |
| WANDA® Payments (FX Payments) | Wire Transfer & International EFT |
| WANDA® (Multi-Bank Funds Transfer Service) | Wire Transfer & International EFT |
| Wire Direct Link | Wire Transfer & International EFT |
| Reverse Funds Transfer | Wire Transfer & International EFT |
| SafeWire | Wire Transfer & International EFT |
| Standing Instructions/Standing Order Transfers | Wire Transfer & International EFT |

Exhibit B to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

EXHIBIT B

TREASURY SERVICES

Terms and Conditions

**AUTHORIZATION AND AGREEMENT FOR
TREASURY SERVICES**

CLIENTS' LEGAL NAMES

Judicial Council of California, Administrative Office of the Courts, for the benefit of:

| | |
|---------------------------------------|--|
| Superior Court of Alameda County | Superior Court of Orange County |
| Superior Court of Alpine County | Superior Court of Placer County |
| Superior Court of Amador County | Superior Court of Plumas County |
| Superior Court of Butte County | Superior Court of Riverside County |
| Superior Court of Calaveras County | Superior Court of Sacramento County |
| Superior Court of Colusa County | Superior Court of San Benito County |
| Superior Court of Contra Costa County | Superior Court of San Bernardino County |
| Superior Court of Del Norte County | Superior Court of San Diego County |
| Superior Court of El Dorado County | Superior Court of San Francisco County |
| Superior Court of Fresno County | Superior Court of San Joaquin County |
| Superior Court of Glenn County | Superior Court of San Luis Obispo County |
| Superior Court of Humboldt County | Superior Court of San Mateo County |
| Superior Court of Imperial County | Superior Court of Santa Barbara County |
| Superior Court of Inyo County | Superior Court of Santa Clara County |
| Superior Court of Kern County | Superior Court of Santa Cruz County |
| Superior Court of Kings County | Superior Court of Shasta County |
| Superior Court of Lake County | Superior Court of Sierra County |
| Superior Court of Lassen County | Superior Court of Siskiyou County |
| Superior Court of Los Angeles County | Superior Court of Solano County |
| Superior Court of Madera County | Superior Court of Sonoma County |
| Superior Court of Marin County | Superior Court of Stanislaus County |
| Superior Court of Mariposa County | Superior Court of Sutter County |
| Superior Court of Mendocino County | Superior Court of Tehama County |
| Superior Court of Merced County | Superior Court of Trinity County |
| Superior Court of Modoc County | Superior Court of Tulare County |
| Superior Court of Mono County | Superior Court of Tuolumne County |
| Superior Court of Monterey County | Superior Court of Ventura County |
| Superior Court of Napa County | Superior Court of Yolo County |
| Superior Court of Nevada County | Superior Court of Yuba County |

The following addresses may be used for giving notices in connection with this Exhibit B except as the AOC or Bank provide the other different addresses to be used in conjunction with the AOC's accounts or particular Treasury Services.

Address for Client Notices:

Judicial Council of California,
Administrative Office of the Courts,
Attn: Grant Walker
455 Golden Gate Avenue, 7th Floor
San Francisco, CA 94104
Telephone No.: (415) 865-7978
Fax No.: (415) 865-4326

Address(es) for Bank Notices:

Bank of America Corporation
Documentation Management (CA4-706-04-07)
P.O. Box 27128
Concord, CA 94527-9904
Fax No.: (925) 675-7131

Treasury Services Delegation of Authority Form

This form is optional and is to be used when the AOC wishes to delegate authority to sign various authorization forms to someone other than the person who signed the Master Agreement.

The AOC authorizes the incumbent of the specified position listed in section A or each person listed in section B below, acting alone, to execute documents that Bank may request, and any amendments or renewals thereof, pertaining to the use of Treasury Services, including but not limited to designating one or more persons (which may include himself or herself) authorized to initiate, amend, cancel, confirm or verify the authenticity of instructions to Bank for Treasury Services, whether given orally, electronically or by facsimile instructions, and to revoke any authorization granted to any such person, as he or she deems appropriate. The signer of this form has the same authority described above for each Treasury Service with Bank, unless otherwise specified. Bank is entitled to rely upon this delegation until it has received a written notice of its revocation from the AOC.

Guidelines for Completion: Fill out either section A or section B, or both, depending on the AOC's needs. To delegate authority to any person holding a specific title, fill out section A. To delegate authority to specific individuals by name, fill out section B. For each name or title, indicate "All" in the "Service" column if the person or title has authority to sign documents for all Treasury Services which the AOC receives from the Bank. Otherwise, indicate specific Treasury Services for which the person or title has authority. For each name or title, indicate the entity or entities for which the person or title has authority to sign documents.

Client Authorization Instructions: The same person who signed the Master Agreement form must sign this Treasury Services Delegation of Authority form.

A. TO DELEGATE AUTHORITY TO ANY PERSON HOLDING SPECIFIC POSITIONS

| Title | Service | Entity |
|--------------|----------------|---------------|
| | | |
| | | |
| | | |
| | | |

B. TO DELEGATE AUTHORITY TO SPECIFIC INDIVIDUALS

| Name | Service | Entity | Specimen Signature |
|-------------|----------------|---------------|---------------------------|
| | | | |
| | | | |
| | | | |
| | | | |

TREASURY SERVICES DELEGATION OF AUTHORITY FORM
(CONTINUED)

CLIENTS' AUTHORIZATION

Judicial Council of California, Administrative Office of the Courts, for the benefit of:

| | |
|---------------------------------------|--|
| Superior Court of Alameda County | Superior Court of Orange County |
| Superior Court of Alpine County | Superior Court of Placer County |
| Superior Court of Amador County | Superior Court of Plumas County |
| Superior Court of Butte County | Superior Court of Riverside County |
| Superior Court of Calaveras County | Superior Court of Sacramento County |
| Superior Court of Colusa County | Superior Court of San Benito County |
| Superior Court of Contra Costa County | Superior Court of San Bernardino County |
| Superior Court of Del Norte County | Superior Court of San Diego County |
| Superior Court of El Dorado County | Superior Court of San Francisco County |
| Superior Court of Fresno County | Superior Court of San Joaquin County |
| Superior Court of Glenn County | Superior Court of San Luis Obispo County |
| Superior Court of Humboldt County | Superior Court of San Mateo County |
| Superior Court of Imperial County | Superior Court of Santa Barbara County |
| Superior Court of Inyo County | Superior Court of Santa Clara County |
| Superior Court of Kern County | Superior Court of Santa Cruz County |
| Superior Court of Kings County | Superior Court of Shasta County |
| Superior Court of Lake County | Superior Court of Sierra County |
| Superior Court of Lassen County | Superior Court of Siskiyou County |
| Superior Court of Los Angeles County | Superior Court of Solano County |
| Superior Court of Madera County | Superior Court of Sonoma County |
| Superior Court of Marin County | Superior Court of Stanislaus County |
| Superior Court of Mariposa County | Superior Court of Sutter County |
| Superior Court of Mendocino County | Superior Court of Tehama County |
| Superior Court of Merced County | Superior Court of Trinity County |
| Superior Court of Modoc County | Superior Court of Tulare County |
| Superior Court of Mono County | Superior Court of Tuolumne County |
| Superior Court of Monterey County | Superior Court of Ventura County |
| Superior Court of Napa County | Superior Court of Yolo County |
| Superior Court of Nevada County | Superior Court of Yuba County |

Date: _____

[Signature]

[Print Name]

[Print Title]

End of Treasury Services Delegation of Authority Form

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Exhibit B to Master Agreement
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INTRODUCTION

Capitalized terms used in this Exhibit B are defined in the Glossary. The terms "we", "us" and "our" refer to each of the Bank of America Corporation subsidiary banks which provide you a particular Treasury Service under the terms of this Exhibit B. The terms "you" and "your" refer to the AOC.

This Exhibit B contains the terms and conditions under which we provide you worldwide treasury services. It is used in conjunction with the Account Agreement which covers account terms and conditions. Please read this Exhibit B carefully and keep it for your records.

Whenever you use any of the Treasury Services covered by this Exhibit B, you agree to be bound by these terms and conditions and to follow the procedures in the applicable Materials. We may change the terms and conditions of the Account Agreement or User Documentation upon 30 days' prior written notice to you. Your continued use of any Treasury Service, after the effective date of the change, will indicate your agreement to the change. Changes to the terms and conditions of this Exhibit B must be in writing and signed by both parties.

TREASURY SERVICES

A List of Banks and Services is attached to the Master Agreement as Exhibit A. This list includes the names of each Bank of America Corporation financial institution offering Treasury Services under this Exhibit B and the names under which we currently offer those Treasury Services. Bank's Treasury Representative can provide an updated list upon request.

ACCOUNT RECONCILEMENT

Our Account Reconciliation Services will help you reconcile and manage the credit and debit activity in your accounts. Detailed information regarding such Services is available in the applicable User Documentation.

Your use of an Account Reconciliation Service does not affect any of your obligations, which are described in the applicable Account Agreement, to discover and report with respect to your accounts (including joint accounts where permitted): (1) unauthorized signatures, alterations or endorsements on checks and (2) unauthorized Requests and other discrepancies. Your use of this Service or our receipt of information associated with this Service does not increase our duty with respect to accounts or the payment of checks.

AUTOMATED CLEARING HOUSE (ACH)

This section applies only to ACH Services within the United States of America and does not apply to cross-border ACH transactions and other International Electronic Funds Transfers which are covered by the "Wire Transfers and International Electronic Funds Transfers" section in this Exhibit B.

Our ACH Services allow you to transfer funds to or from your accounts by initiating Entries which may be sent through the ACH system or processed directly to accounts with us.

We may send Entries to any ACH processor selected by us or directly to another bank. Each ACH Service is described in the applicable User Documentation. You authorize us to issue Depository Transfer Checks (DTCs), as instructed by you or as reasonably determined by us to be appropriate. The capitalized ACH terms appearing in italics below are defined in the NACHA Rules.

COMPLIANCE WITH NACHA RULES AND LAWS

You agree to comply with the NACHA Rules for all Entries, whether or not an Entry is sent through the ACH network. You act as *Originator* and we act as *Originating Depository Financial Institution (ODFI)* with respect to Entries. You will deliver Entries

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to us as provided in the User Documentation and the NACHA Rules. The NACHA Rules govern if they conflict with this Exhibit B, except that the file specification requirements in the User Documentation govern if they conflict with the NACHA Rules.

Where a preauthorized debit Entry from a consumer's account varies in amount from the previous debit Entry, you will comply with the notice requirements set forth in the NACHA Rules, the Electronic Funds Transfer Act and Regulation E of the Board of Governors of the Federal Reserve System, as applicable.

AUTHORIZED PERSONS

Before using an ACH Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to verify the authenticity of Entries and Reversal/Deletion Requests in accordance with the Security Procedure and to perform certain other duties in connection with such Service.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you deliver Entries or Reversal/Deletion Requests to us. The purpose of the Security Procedure is to verify the authenticity of Entries and Reversal/Deletion Requests delivered to us in your name and not to detect errors in the transmission or content of Entries. You represent and warrant each time you use a Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Entries and Reversal/Deletion Requests. You agree we may act on any Entries or Reversal/Deletion Requests the authenticity of which we have verified through the use of the Security Procedure.

WARRANTIES

Each time you use an ACH Service, (i) you warrant that you have obtained appropriate authorization from each *Receiver* and the Entries conform to the authorization and comply with the NACHA Rules, and (ii) you make the same warranties to us as we make under Section 2.2 (or any successor section) of the NACHA Rules.

PAYMENT WITH RESPECT TO ENTRIES

We generally debit your account for credit Entries (including debit Reversals) on the settlement date, unless you are prefunding your Entries. Prefunding means that you pay for all credit Entries by such time before the settlement date as we may specify. At our discretion, we may at any time without notice require payment before we process your Entries. Even if we have done so in the past, we are not obligated to process any Entries without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand.

You will pay us for the amount of any returned debit Entries (including rejected debit Entries), any adjustment Entries or any returned DTCs, which we previously credited to

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your account. You agree that we do not need to send a separate notice of debit Entries or DTCs which are returned unpaid. Reports containing information regarding returned debit Entries and returned DTCs are available.

ACTING ON ENTRIES

We send Entries to the ACH processor for settlement on the Effective Entry Date shown on the Entries, provided we receive the Entries by the applicable processing deadlines specified in the User Documentation for the ACH Service being used. We may treat Entries that we receive after a deadline as if received on the next Business Day. Entries will be deemed received by us when we receive the complete file at the location specified in the User Documentation.

REJECTION OF ENTRIES

We may reject any Entry if it does not comply with the requirements of this Exhibit B or the applicable User Documentation, including certain ACH processing limits described in the User Documentation, or which we have been unable to verify through use of the Security Procedure. We may also reject any Entry if it may be returned for any reason under the NACHA Rules or if you breach your payment obligations for any ACH Service.

Notice of rejection is given to you by telephone, by electronic means, by facsimile or by mail within the time period specified in the User Documentation. Notices of rejection will be effective when given. We are not liable for the rejection and we are not obligated to pay you interest for the period before you receive the notice of rejection. If any Entry is rejected, it is your responsibility to correct any Entry you intend to resubmit.

REVERSAL OR DELETION

We have no obligation to cancel or amend Entries after we receive them. If you send us a Reversal/Deletion Request and we are able to verify the authenticity of the Reversal/Deletion Request using the Security Procedure, we will make a reasonable effort to act on your request. We will not be liable to you if such Reversal/Deletion Request is not effected. Your obligations under this provision will survive termination of any ACH Service.

PROVISIONAL PAYMENTS

You agree to be bound by the provision of the NACHA Rules that payment of a credit Entry by the *Receiving Depository Financial Institution (RDFI)* to the *Receiver* is provisional until the *RDFI* receives final settlement for the Entry. If final settlement is not received, the *RDFI* is entitled to a refund from the *Receiver* of the amount credited. This means that the *Receiver* will not have been paid.

Payment by us for any debit Entry or returned credit Entry or credit Reversal is provisional until we receive final settlement for the Entry. If final settlement is not

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received, we are entitled to a refund and we may charge your account for the amount credited. We may delay the availability of any amount credited for a debit Entry or credit Reversal if we believe that there may not be sufficient funds in your account to cover chargeback or return of the Entry or Reversal.

INCONSISTENCY OF NAME AND NUMBER

An *RDFI* can make payment to a *Receiver* based solely on the account number, even if the name in the Entry differs from the name on the account. We may send an Entry to an *RDFI* based solely on the bank identifying number, even if you provide us with a different *RDFI* name.

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

Information concerning Entries will be reflected in your account statements and, in some cases, in written or electronic advices and reports produced through one of our Information Reporting Services. You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a statement, advice or report from us of information concerning an unauthorized or erroneous debit to your account.

AUTOMATED CLEARING HOUSE (ACH) AUTHORIZATION - RECEIVE

This section applies only to ACH Authorization - Receive Services for Entries received in the United States of America.

With the ACH Authorization - Receive Services, you provide us with the authorization criteria for Entries you desire to receive for debit or credit to your account. We return automatically any Entry which does not meet your criteria.

We may also return an Entry for any reason that an Entry may be returned under the NACHA Rules. The ACH Authorization - Receive Services do not apply to transactions between you and us, and we may pay Entries which you have authorized us to originate to your account (e.g., loan or credit card payments), whether or not you have included these in your authorization criteria. We may also pay any Entries, reversals or adjustments which we are required to accept under the NACHA Rules, operating circulars or any other applicable rule, guideline or regulation.

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You provide authorization criteria in a manner and form acceptable to us. In your authorization criteria you may specify a maximum amount or a fixed amount for the Entries. In either case, you must specify the amount in dollars and cents.

You agree to comply with the NACHA Rules for all Entries. Under the NACHA Rules, credit Entries are provisional and may be revoked prior to final settlement. If the credit Entry is revoked before final settlement and we don't receive final settlement, we may charge your account for any amount credited. The person who sent the credit Entry is considered not to have paid you. If this happens, we do not send a separate notice; we notify you of these credits and charges on your account statement.

When an ACH Authorization – Receive Service is terminated for any reason, we will no longer be obligated to monitor Entries against your authorization criteria and we will receive and accept or return Entries to your account in accordance with our normal procedures. You still have the right to return Entries in accordance with the NACHA Rules.

CHECK ISSUANCE

With our Check Issuance Services, you may request us to create checks on your behalf drawn on either accounts maintained by you with us or accounts designated and owned by us.

AUTHORIZED PERSONS

Before using a Check Issuance Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE

You agree to use the Security Procedure when you deliver Check Issuance Requests or electronically transmit Stop Payment Requests to us. The purpose of the Security Procedure is to verify the authenticity of Check Issuance Requests and Stop Payment Requests delivered to us in your name and not to detect any errors in the transmission or content of these messages. You represent and warrant each time you use a Check Issuance Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Check Issuance Requests and such Stop Payment Requests. You agree we may act on any Check Issuance Request and any electronically transmitted Stop Payment Request the authenticity of which we have verified through use of the Security Procedure.

STOP PAYMENT REQUESTS

Generally, you may send us a Stop Payment Request with respect to a check drawn on an account designated and owned by us only if the check is lost, stolen or destroyed. In such

Exhibit B to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

case, you must complete and provide us with a declaration of loss agreement reasonably acceptable to us. If you wish to stop payment on a check drawn on an account you maintain with us, you must make your request as provided in the applicable Account Agreement.

YOUR RESPONSIBILITIES

You must create and transmit to us a Check Issuance Request for each check you want us to issue on your behalf. You must make certain that each Check Issuance Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation.

You must retransmit any Check Issuance Request or other message initially transmitted to us through a Service if you have not received an acknowledgment message from us within the time period specified in the applicable User Documentation.

You must ensure that Collected and Available Funds, sufficient to cover the total of all checks issued, are on deposit in your account. We will debit your account to cover such checks when we receive your Check Issuance Request.

CHECK TRUNCATION

With our Check Truncation Services, we store copies of your canceled checks on microfilm or other media and destroy the checks. You do not receive your canceled checks. We will, however, provide a copy of any such check that you request for up to seven years from the date the check is paid. To request a copy, you give us the Magnetic Ink Character Recognition (MICR) serial number, account number, exact amount (dollars and cents) of the check, statement reference number, if any, and posting date. We may also ask you for other information.

Special services such as microfilm or review of dates, dollar amounts, serial numbers or signatures may not be available in connection with a Service.

Notwithstanding the Limitation of Liabilities section of this Exhibit B, if we are unable to provide a copy of a check as requested by you under a Service, our liability is limited to your actual damages but not more than the amount of the check.

CLIENT-PRINTED DRAFTS

With our Client-Printed Drafts Services, you use our Software on your computer to print drafts drawn on either accounts maintained by you with us or accounts designated and owned by us.

AUTHORIZED PERSONS

Before using a Client-Printed Draft Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE

You agree to use the Security Procedure when you deliver Payment Advices or electronically transmit Stop Payment Requests to us. The purpose of the Security Procedure is to verify the authenticity of Payment Advices and Stop Payment Requests delivered to us in your name and not to detect any errors in the transmission or content of these messages. You represent and warrant each time you use a Client-Printed Draft Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Payment Advices and such Stop Payment Requests. You agree we may act on any Payment Advice or electronically transmitted Stop Payment Request the authenticity of which we have verified through use of the Security Procedure.

STOP PAYMENT REQUESTS

Generally, you may send us a Stop Payment Request with respect to a draft drawn on an account designated and owned by us only if the draft is lost, stolen or destroyed. In such case, you must complete and provide us with a declaration of loss agreement reasonably acceptable to us. If you wish to stop payment on a draft drawn on an account you maintain with us, you must make your request as provided in your Account Agreement.

YOUR RESPONSIBILITIES

You must verify the contents of each shipment of blank draft stock and sign and return to us the receipt accompanying each shipment or notify us of any discrepancies. You must notify us immediately if any draft stock is lost or stolen. You will be liable for any damages arising out of the loss or theft of any draft stock received by you.

You must create and transmit to us a Payment Advice for each draft you issue using a Service. You must make certain that each draft, Payment Advice and electronically transmitted Stop Payment Request conforms in form and substance to the requirements, including cutoff times on a Business Day, described in the applicable User Documentation.

You must retransmit any Payment Advice, electronically transmitted Stop Payment Request or other message initially transmitted to us through a Service if you have not received an acknowledgment message from us within the time period specified in the applicable User Documentation.

Exhibit B to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

OUR RESPONSIBILITIES

Once we receive the Payment Advice, we will transfer funds from your account with us to the bank account on which the draft is drawn.

We will provide you with blank draft stock and the necessary Software.

PAYMENT WITH RESPECT TO DRAFTS

You agree you will not issue any drafts using a Service which would cause your applicable account balance, according to your records, to be exceeded. If your records and ours disagree regarding the account balance, our records will control for purposes of these Services. You must ensure that Collected and Available Funds, sufficient to cover the total of all drafts issued, are on deposit in your account before the time stated in the applicable User Documentation.

COIN AND CURRENCY

Our Coin and Currency Services allow you to place orders for coin and currency from our cash vaults and, where available, to exchange paper currency for rolled coins and currency at our automated business centers.

Before using a Coin and Currency Service, you give us a written list at our request, in a form acceptable to us, of the persons authorized by you to place coin and currency orders and to perform certain other duties in connection with a Service.

If you pick up your coin and currency order from one of our cash vaults, you must contract separately with an armored carrier service that is acceptable to us to provide for the transportation of cash orders. Armored carriers are your agents.

You authorize us to act upon any request for coin or currency made in accordance with this Exhibit B and the procedures described in the applicable User Documentation.

In connection with any cash ordered from our cash vaults using a Service, we are authorized to debit your account on the day the coin and currency are delivered to you or your designated agent or to the depository facility you and we have agreed upon. We will have no obligation to release a coin and currency order unless there are sufficient Collected and Available Funds in the appropriate designated account to pay for such order at the time scheduled for delivery of cash to you or your agent.

COLLECTION LETTERS

Our Collection Letter Services let you send us drafts, checks and travelers checks (as used in this section, "items") denominated in U.S. dollars and drawn on Canadian banks and foreign currency items in the currencies specified in the applicable User Documentation.

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You must prepare a transmittal letter, in a form acceptable to us, for those items you want us to process for collection and send such letter and items to us in accordance with the applicable User Documentation. You agree that you will send to us for collection only items which are either U.S. dollar items drawn on Canadian banks or foreign currency items in the currencies specified in the applicable User Documentation.

We will send each item you send us to the bank on which such item is drawn or to a correspondent bank. We will pay you, at our then prevailing buying rate for the applicable currency, for each item on the Business Day on which we receive payment for each such item from either the bank on which it is drawn or a correspondent bank. We will deduct all service fees and charges, plus any correspondent bank fees and charges, from the amount of any payment to you for such items.

We will send you a written advice showing the applicable buying rate and fees and charges for each item we process as a collection item through use of a Collection Letter Service.

COMMERCIAL DEPOSITS

With our Commercial Deposits Services, you may make deposits of coin and currency, checks and other payment instruments to one of our designated banking centers (which may include an automated business center), depository facilities (which may include a night depository facility), processing centers or cash vaults. If these deposits are delivered by you or your agent before the cutoff time specified in the applicable User Documentation, we will give you same-day provisional credit for such deposits, subject to later verification by us and our availability schedule. Banking center deposits that are immediately verified are covered under your Account Agreement.

YOUR RESPONSIBILITIES

You agree to prepare all deposits accurately and in good faith and to follow the procedures for preparation, packaging and delivery of deposits according to the applicable User Documentation.

For deposits made to an automated business center, you will automatically be provided a receipt. In all other cases, in order to receive a receipt of deposit, you must provide a duplicate deposit slip in addition to the number of original deposit slips required by us to process the deposit. We will stamp this duplicate deposit slip and return it to you. In all cases, deposits are subject to later verification by us.

If you use an armored carrier to transport your deposits, you must contract separately with an armored carrier service that is acceptable to us. For deposits made to one of our cash vaults, we may require you to use an armored carrier. Armored carriers are your agents.

OUR RESPONSIBILITIES

We receive your deposit and credit your account for the amount declared by you on the deposit slip, subject to later verification by us.

If we find an error when we verify your deposit, and the error is less than our applicable standard adjustment amount, no correction to the deposit will be made. If the error exceeds our standard adjustment amount, we will debit or credit the amount of the error to the deposit account listed on the deposit slip, unless you and we agree otherwise in writing. Our standard adjustment amount is subject to change from time to time.

We give you same-day provisional credit for deposits delivered before the cutoff time on a Business Day. For deposits delivered after the cutoff time or on a non-Business Day, we give you provisional credit on the next Business Day.

CONTROLLED BALANCE ACCOUNTS

Our Controlled Balance Accounts Services let you control the transfer of funds between accounts with us. Zero balance accounts, also known as ZBAs, are covered under these Services. These Services may be restricted to certain account types.

Transfers you make from a U.S.-domiciled money market account using these Services are considered preauthorized transfers, are counted toward the six transactions you are permitted each month, and may not be made to a checking account with an overdraft credit facility.

You may instruct us to make either date-related (where available) or balance-related transfers as described below. Once you instruct us to transfer funds between accounts, transfers begin on a mutually agreeable date or, for accounts domiciled in the United States of America, either immediately or on the date you specify.

With a date-related transfer, funds are transferred in one direction between accounts. We transfer funds on the dates and for the amounts that you specify. If a date you specify is a non-Business Day, we make the transfer on the next Business Day.

With a balance-related transfer, you may have funds transferred to an account when the balance falls below a certain amount, or from an account, when the balance rises above a certain amount, or both. We transfer the amount required to meet the account balance you specify.

You may elect to have funds transferred to or from accounts of another company/organization using a Service. You agree that for each such account, the company/organization will provide us with its written authorization, in a form acceptable to us, for such transfers. However, you do not need to provide us such written authorization if (i) the other company's accounts are domiciled in the United States of

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America and (2) you represent and warrant that such other company is a U.S. Subsidiary and that it has authorized us to transfer funds between its accounts and your accounts.

CONTROLLED DISBURSEMENT

Our Controlled Disbursement Services provide information to you each Business Day so that you can fund the total amount of (1) controlled disbursement checks presented that Business Day and (2) where the option is available, controlled disbursement ACH debits and any other electronic debits to which we agree and which are posted that Business Day.

ACCOUNTS

We make the Controlled Disbursement Services available through multiple Controlled Disbursement Points in different parts of the United States of America. These Points are identified on the List of Banks and Services. Subject to our approval in each case, you may use such Service through one or more of those Points. For each Controlled Disbursement Point you use, you maintain one or more Deposit Accounts with us. We may restrict your use of any Controlled Disbursement Service with regard to checks issued to individuals.

For certain Controlled Disbursement Points, as more fully described in the applicable User Documentation, you may (1) draw checks bearing those respective Points' routing numbers directly on a Deposit Account and (2) where the option is available, initiate or authorize third parties to initiate ACH debits and, subject to special agreement, other electronic debits to the Deposit Account. (For electronic debits to a Deposit Account, you must use the appropriate funds transfer Service approved by us.)

For a certain other Controlled Disbursement Point, we authorize you to draw checks on accounts we maintain at such Point, then we debit your Deposit Account(s) in the amount(s) of the checks which are paid. With these Services, you have no account or contractual relationship with such Controlled Disbursement Point. You will not access our accounts maintained at such Point in any other manner, including but not limited to automatic debit arrangements cleared through an automated clearing house network or through wire transfers.

On each Business Day, we will inform you by the time specified in the applicable User Documentation of the total amount of debits presented for payment that day at or through a Controlled Disbursement Point and any other amounts required to be deposited in the corresponding Deposit Account(s) to cover such debits. On each such Business Day, prior to the time stated in the applicable User Documentation, you must ensure that sufficient Collected and Available Funds are on deposit in the Deposit Account(s) to cover such amounts. If we attempt to post a debit to a Deposit Account for the amount due and determine there are insufficient funds in the Deposit Account, we may dishonor or instruct the pertinent Controlled Disbursement Point to dishonor some or all of the checks then pending payment and/or, as appropriate, return or reject any electronic debit

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pending settlement. We may, however, in our sole discretion, allow an overdraft so some or all of such checks or electronic debits will be paid or settled. If we do so, we are not obligated to allow any such overdraft in the future.

If, for any reason, we fail to provide you timely notice of the required funding amount for a Deposit Account, and if you fund such Deposit Account according to the procedures (including funding amount and time) described in the applicable User Documentation, we will post to the Deposit Account, or instruct the Controlled Disbursement Point to post to our account, all checks presented for payment, and electronic debits received for settlement, that day. If the required funding amount nonetheless exceeds the amount funded by you and you have insufficient funds in the Deposit Account to cover the required amount, we will overdraw the Deposit Account and advance funds to cover the excess.

If we advance our own funds, you will repay us by the cutoff time specified in the applicable User Documentation on the next Business Day along with interest on such funds as specified in our schedule of charges for business account services or as otherwise agreed. If you do not, we may dishonor, or instruct the Controlled Disbursement Point to dishonor, some or all of the checks then pending final payment and/or, as appropriate, return or reject any electronic debit pending settlement even if the Deposit Account has sufficient Collected and Available Funds to cover such debits.

We may require you to maintain a specified minimum amount in any Deposit Account for which we permit you to use automated clearing house transfers to fund that Account.

If you use facsimile signatures on checks drawn on an account at a Controlled Disbursement Point, your use of such signatures is subject to the Facsimile Signatures section of this Exhibit B.

STOP PAYMENTS

You may request stop payments on checks drawn under a Controlled Disbursement Service by following the procedures specified in the applicable User Documentation or applicable Account Agreement. Also, you may use an Online Stop Payment Service, which is subject to the Online Stop Payment section of this Exhibit B. If you use telephone, mail or facsimile transmission to request a stop payment, you agree that your stop payment request is subject to the terms described in the Account Agreement for requesting stops by telephone or mail.

If some, but not all, of the information in your stop payment request matches a check which has been presented for payment (for example, the Magnetic Ink Character Recognition (MICR) serial numbers match and the dollar amounts do not match), we may contact you to request a decision on whether or not to pay the check. If any such suspect check is not to be paid, you must promptly instruct us not to pay, or to direct a Controlled Disbursement Point not to pay, the suspect check. If you do not, the suspect check may be paid.

DISBURSEMENT IMAGE

Our Disbursement Image Services will make available to you digital images of checks and drafts paid against specified accounts. Such images may be made available to you by online transmission or by CD-ROMs containing images you may access using image CD-ROM Software.

Check and draft images will be made available to you at such times as you request and we agree. If an image of a check or draft is missing or is illegible, we will provide you a microfilm copy upon your request. Your request must include the account number, the check serial number, the exact amount (dollars and cents) of the payment and the date the payment was made. We may assess a fee for copies provided to you. We will not be liable for failure to provide copies by a given time or for failure to provide copies we are not reasonably able to provide.

Notwithstanding the Limitation of Liabilities section of this Exhibit B, we will not be liable for damages arising under any Disbursement Image Service in excess of the amount of the check, draft or miscellaneous debit giving rise to your damage claim. Any such claim must include the account number, the check serial number, the exact amount (dollars and cents) of the payment, the date the payment was made, the name of the payee, a detailed explanation of how the claimed loss occurred and the name, address and phone number of the payee to whom you cannot prove payment was made.

Notwithstanding the Termination section of this Exhibit B, in the case of a Disbursement Image Service using CD-ROMs, termination of such Service may not be effective earlier than the first day of the statement period immediately following the statement period during which such notice is given.

ELECTRONIC BILL PAYMENT CONSOLIDATION

Our Electronic Bill Payment Consolidation Service consolidates, reformats and delivers remittance information and other data related to payments received from Bill Payment Service Providers for credit to your account. Detailed information regarding a Service is available in the applicable User Documentation.

You agree that you will authorize Bill Payment Service Providers to deliver payments, remittance information and other related data to us for us to provide this Service to you.

You may also elect to have information of another company/organization reported through this Service. If you do so, you agree that you and the other company/organization will authorize the Bill Payment Service Providers to deliver payments, remittance information and other related data to us for us to provide this Service to you.

Remittance information and other data related to payments will be delivered to you in a mutually acceptable form and manner.

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If you are unable to post any payments to your customers' accounts, you must promptly return such payments to us. You shall pay us immediately for the amount of any returned payments which we previously credited to your account.

ELECTRONIC DATA INTERCHANGE (EDI)

Our EDI Services allow you to disburse funds and/or deliver payment-related information to your trading partners, electronically or by paper, by sending payment requests or payment-related information to us as described in the applicable User Documentation. These Services also allow you to access payments-related and remittance-related information in mutually acceptable formats received from your trading partners or customers and, where available, to match specified receivables and payables against payments.

SENDING PAYMENTS AND RELATED INFORMATION

When you wish to pay your trading partners, you transmit a data file to us, containing instructions for your payments, in the format and by the cutoff times specified in the applicable User Documentation. When we receive a file from you under an EDI Service, we perform certain edits on the data, translate it into the appropriate format and send the data to the payment system specified by you, except that we may use any means of transmission, funds transfer system, clearing house or intermediary bank we reasonably select. On the specified dates, we issue your payments in the required formats.

Payment requests originated via the EDI Services will be subject to the terms and conditions for the underlying payment Services (Check Issuance, ACH and/or Wire Transfer and International Electronic Funds Transfer) as described in their respective sections of this Exhibit B.

RECEIVING REMITTANCE INFORMATION

Remittance information can be delivered to you in a mutually acceptable form and manner and will be covered under the Information Reporting section of this Exhibit B.

INFORMATION REPORTING

Our Information Reporting Services make certain account, transaction and related information available to help you control and manage your accounts. This may include information generated from other Services you use. Detailed information regarding an Information Reporting Service is available in the applicable User Documentation.

ACCOUNTS OF OTHER COMPANIES/ORGANIZATIONS

You may elect to have accounts of another company/organization reported to you with any of our Information Reporting Services. You agree that, for each such account, the company/organization will provide us with its written authorization, in a form acceptable

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to us, for us to make that company's account information available to you. However, you do not need to provide us such written authorization if (1) the other company's accounts are domiciled in the United States of America and (2) you represent and warrant that such other company is a U.S. Subsidiary and that it has authorized us to make its account information available to you.

ACCOUNTS AT OTHER BANKS

You may also elect to have your accounts, or accounts of another company/organization, maintained at another financial institution reported through certain of our Information Reporting Services. If you do so, you agree that you and the other company/organization will authorize the other financial institution to make the reporting information available to us and to take all other actions necessary for us to provide Information Reporting Services to you.

LOCKBOX

Our Lockbox Services involve processing only checks and other payment instruments, such as drafts, that are received at a Lockbox Address, which excludes without limitation cash, stock certificates and tangible valuables. With a Lockbox Service, you instruct your customers to mail checks and other payment instruments you want to have processed under a Service to the Lockbox Address. We and/or our agents will have unrestricted and exclusive access to the mail sent to the Lockbox Address.

If we receive any mail containing your lockbox number at our lockbox operations location (instead of the Lockbox Address), we may handle the mail as if it had been received at the Lockbox Address.

PROCESSING

We will handle checks received at the Lockbox Address according to the applicable Account Agreement, applicable User documentation and our availability schedule, as if the checks were delivered by you to us for deposit to your designated account, except as modified by this Exhibit B.

We will open the envelopes picked up from the Lockbox Address and remove the contents. Checks and other documents contained in the envelopes will be inspected and handled in the manner specified in the set-up documents for the applicable Lockbox Address. We capture and report information related to the lockbox processing, where available, if you have specified this option in the set-up documents. We will endorse all checks we process on your behalf and deposit them in the account you designate for the applicable Service.

If we process an unsigned check as instructed in the set-up documents, and the check is paid, but the account owner does not authorize payment, you agree to take responsibility

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for any liability or expense incurred by us, the drawee bank (which may include us) and any intervening collecting bank due to the payment and collection of the unsigned check.

If this option is available and if you instruct us not to process a check bearing a handwritten or typed notation "Payment in Full" or words of similar import on the face of the check, you understand that we have adopted procedures designed to detect checks bearing such notations; however, we will not be liable to you for losses you suffer if we fail to detect checks bearing such notations.

Each Business Day we will prepare and send remittance materials (images via internet and/or paper packages) relating to the Lockbox Address to you at the address you specify for that Lockbox Address, unless we agree otherwise. The material will include, but is not limited to, any checks not processed in accordance with the set-up documents plus information regarding the deposit for the day. For the wholesale Lockbox Service, the package will also include invoices and other materials received at the Lockbox Address.

ACCEPTABLE PAYEES

For the Lockbox Address, you will provide to us the names of Acceptable Payees. We will process a check only if it is made payable to an Acceptable Payee and if the check is otherwise processable. You warrant that each Acceptable Payee is either you or your affiliate. If an Acceptable Payee is your affiliate, then you also warrant that such Acceptable Payee has authorized checks payable to it to be credited to the account you designate for a Lockbox Service. We may require written authorization from any such Acceptable Payee. We may treat as an Acceptable Payee any variation of any Acceptable Payee's name that we deem to be reasonable.

MONEY MARKET INVESTMENT

Our Money Market Investment Services allow you to instruct us to buy, sell and hold for your account shares of the mutual funds designated by you on a set-up document we provide to you.

When you direct us to make a share purchase or sale, we will debit or credit your designated account with us. You will not direct us to make a share purchase unless there are Collected and Available Funds in such account sufficient to make full cash payment.

You will not direct us to sell any shares unless you own the shares and we are holding them for you under a Money Market Investment Service. We will hold and account for shares on your behalf separately from any other shares we may hold. Any dividends on shares we hold for you will be posted to your account when we receive them.

We will place orders for shares only on a Business Day and a day on which the New York Stock Exchange is open for business and received by us before the time specified in the applicable User Documentation. Orders received after such time shall be processed on the next Business Day on which the New York Stock Exchange is open for business. You

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authorize us to place and withdraw orders, to combine your order with orders of other customers and to take such other steps as we consider reasonable to carry out your directions. We reserve the right to refuse any of your directions.

You acknowledge that we have not provided investment advice to you and you have made an independent investigation concerning the merits of the shares that we will purchase, hold and sell for you. You acknowledge that the shares are not a deposit with, or obligation of, or guaranteed or endorsed by us, and are not federally insured by the Federal Deposit Insurance Corporation, the Federal Reserve Board or any other government agency.

Transactions in the shares will be reported to you in periodic statements. Each statement will be conclusive unless you object in writing within 14 days after your receipt of the statement. The absence of an objection from you will constitute a complete waiver of all claims you may have with respect to such transactions or the statement.

In the event a Money Market Investment Service is terminated, we will promptly liquidate the shares and pay the net proceeds to you.

ONLINE STOP PAYMENT

Our Online Stop Payment Services allow you to electronically place or cancel a Stop Payment Request. This is in addition to your ability to make stop payment requests in person, by telephone or in writing as described in your Account Agreement.

A Stop Payment Request will not be effective until we review our records for the time period specified in the applicable User Documentation, determine that the check has not been paid during that period and respond to you with an online status of your request of "accepted" (rather than "rejected" or "pending").

A Stop Payment Request terminates at the end of the period designated in the applicable User Documentation, unless the Stop Payment Request is renewed or canceled earlier. A Stop Payment Request is canceled automatically when the account on which the check is drawn is closed or transferred.

REQUESTING STOP PAYMENTS

You will include in each Stop Payment Request the Magnetic Ink Character Recognition (MICR) serial number and exact amount (dollars and cents) of the check for which payment is being stopped and the account number on which the check is drawn. You understand and agree that we can only stop a check that shows exactly the same MICR serial number and amount as that included in the related Stop Payment Request since our computer system identifies a check on the basis of the MICR serial number and the exact amount of the check.

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You will review your account statements prior to transmitting any Stop Payment Request. You will not transmit any Stop Payment Request relating to a check that has been shown to be paid on such statements.

In some cases, we may pay a check even if a Stop Payment Request is in effect. For example, if one of our branches (or banking centers) or affiliates becomes a "holder in due course" of the check that you asked us to stop, we may still pay the check.

The procedures for placing and acknowledging Stop Payment Requests are described in the applicable User Documentation.

If you use any Online Stop Payment Services with respect to an account connected to a Controlled Disbursement Service, you must follow the procedures in this section rather than the Stop Payment procedures in the Controlled Disbursement Services section.

POSITIVE PAY

Our Positive Pay Services allow you to identify exception items, to request photocopies and/or electronic images of exception items and to instruct us whether to pay or return those items.

On each Business Day, we provide you a report of checks presented to us for payment on the prior Business Day and which we have identified as exceptions, as more fully described in the applicable User Documentation. Exceptions are determined by comparing checks presented to us (either by other depository institutions or, where applicable, for cashing at one of our banking centers) with lists of checks issued or canceled by you which you transmit electronically to us by the time specified in the applicable User Documentation. Alternatively, you may choose an option under which we report all checks presented for payment. In that case, we will treat all such checks as exception items.

You must notify us the same day we report exception items to you, by the deadline specified in the applicable User Documentation, which checks you want us to pay or which to dishonor and return, according to the default procedures in effect for you. If you fail to notify us by the deadline, we will handle the exception items in the manner described under the default procedures. Where available, you may choose the default procedure. Where required, you will indicate which checks you want us to return are deemed by you to be fraudulent. Our deadline, default procedures and procedures for acknowledging pay and return requests are described in the applicable User Documentation. In order to assist you in making a pay/no-pay decision on exception items, you may request a copy of any exception item.

AUTHORIZED PERSONS

Before using a Positive Pay Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

ONLINE OPTION

You may access the daily reports of exception items via one of our online systems. Using that system, you must then notify us which exception items to pay or which to return.

You may request photocopies of exception items, which we will fax to you, as more fully described in the applicable User Documentation. Where available, you may arrange to receive and display electronic images of exception items.

MANUAL OPTION

We provide you a report of exception items. You must then notify us which items to pay or which to return.

ACKNOWLEDGMENTS

You authorize us to return checks or to pay checks in accordance with your instructions and the default procedure in the applicable User Documentation. We will have no liability for payment of a check which is unauthorized or fraudulent if (i) the check is included in a report of exception items, (ii) you have not selected a return default for exception items and (iii) you do not give us timely instructions to return the check.

You acknowledge that our Positive Pay Services do not preclude our standard check processing procedures, which may cause a check to be dishonored even if your instructions or the default procedure do not otherwise require us to return such check.

If you decline to use a Teller Positive Pay Service offered by us, you also acknowledge that we have no liability for cashing, in good faith, a check presented at one of our banking centers even if such check would otherwise be an exception item.

We will use reasonable efforts under the circumstances to respond promptly to proper requests for copies of exception items, but you acknowledge that our failure to provide copies does not extend the deadlines by which you must notify us of your pay/no-pay decisions.

TAX PAYMENTS

Our Tax Payment Services allow you to instruct us, using a touchtone telephone or our Software on your computer, to pay any of your taxes which are reported or filed using the tax forms as more fully described and specified in the applicable User Documentation.

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Based on your Tax Payment Instructions, we prepare and remit your tax deposits. Each of these Services is described in the applicable User Documentation.

SECURITY PROCEDURE

You agree to use the Security Procedure, if any, when you deliver Tax Payment Instructions and, as provided in the applicable User Documentation, cancellation requests to us. The purpose of the Security Procedure is to verify the authenticity of Tax Payment Instructions or cancellation requests and not to detect errors in the transmission or content of these messages. You represent and warrant each time you use a Tax Payment Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of these messages. You agree we may act on any Tax Payment Instructions or, as provided in the applicable User Documentation, cancellation requests, the authenticity of which we have verified through the use of the Security Procedure.

CUTOFF TIMES

You must comply with the deadlines specified in the applicable User Documentation for initiation of Tax Payment Instructions. If a Service allows you to send instructions to us after the cutoff time, or on a non-Business Day, we may treat these instructions as if we received them on the next Business Day.

COMMUNICATION EXPENSE AND RISK

Transmission of Tax Payment Instructions to us will be at your expense, except that we may provide a toll-free number telephone service. If that service is disrupted for any reason, you have the responsibility and risk of using alternative means of communicating Tax Payment Instructions to us accurately and in time for us to perform any Tax Payment Service.

REQUIRED INFORMATION

You will furnish us with all required information and authorizations at the times, in the manner and with the content specified in the applicable User Documentation.

TAX FORMS AND REMITTANCES

After we have received complete Tax Payment Instructions from you, we prepare the related tax forms (which may be on a magnetic tape or by electronic transmission as authorized by the Internal Revenue Service or other tax authority, as applicable) for submission to the appropriate tax authority.

If permitted by the input method, you may specify a settlement date in accordance with the User Documentation. If you use a touchtone phone as your input method, you may request a specified settlement date by calling the designated customer representative for the applicable Tax Payment Service.

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For purposes of these Services, settlement date means the date you specify that the taxing authority's account is to be credited. If you do not specify a settlement date, we will pay the amount you specify on or before the tax due date. If you specify the settlement date, payment will be made on the settlement date.

ACCOUNT DEBITS

If you do not specify a settlement date, we debit your account for any tax payment on the Business Day of transmission. If you specify a settlement date, we generally debit your account on the settlement date unless you are prefunding your tax payments. Prefunding means that you pay for all tax payments by such time before the settlement date as we may specify. At our discretion, we may at any time without notice debit your account on the Business Day that Tax Payment Instructions are transmitted to us (or on any other later date). If we debit the funds on the transmission date (or any other date before the payment date), we hold the funds as a deposit liability to you, and not as trust funds, until the date when we remit the funds to the appropriate tax authority. We will not pay you interest on the funds.

We reserve the right to debit your account and to make a tax payment on your behalf earlier than the tax due date if the information in your Tax Payment Instruction is unclear or inadequate to permit us to determine the later due date under the applicable Tax Payment Service or if we otherwise reasonably decide that any delay in the payment of the tax may expose you to liability for a tax penalty. In such case we will not be liable to you for any lost use of funds.

REJECTION OF INSTRUCTIONS

We may reject your instructions during or immediately after transmission to us if they do not comply with the requirements of this Exhibit B or the applicable User Documentation or which we have been unable to verify through use of the Security Procedure. You will be informed of any such rejection only as specified in the applicable User Documentation, and no other notice of rejection will be provided.

In addition, we may decline to perform any Tax Payment Service or to report any tax, file any tax form, or pay any related tax for you, even if we have received instructions to do so, if the tax payment and our related service fees and charges exceed the Collected and Available Funds on deposit in your account or your ACH processing limit. If we reject a Tax Payment Instruction for that reason, we will promptly notify you by telephone or facsimile transmission in which case we will not be liable to you for the tax payment, any interest on the amount of your tax liability, or for any tax penalty imposed on you in connection with the tax liability. You agree these means of communication are a reasonable means of notifying you.

CANCELLATION

Subject to the provisions in the User Documentation, you may cancel a Tax Payment Instruction prior to disconnection of the telephone call in the case of an instruction initiated by touchtone telephone or prior to transmission to us of an instruction initiated through your computer.

Thereafter, a Tax Payment Instruction may be canceled only if:

- The tax payment has not been remitted, credited or otherwise made available to a tax authority;
- A request to cancel provides sufficient information for us to effect the request; and
- The request is received by us by telephone or, at the option of either you or us, in writing (including facsimile transmissions) in time (but in no event later than the deadline specified in the applicable User Documentation) to afford us a reasonable opportunity to effect the request.

OVERPAYMENTS

If we make an overpayment of your tax liability due to our error, we will recredit your account for the amount of the overpayment, and you agree to take such actions as we reasonably request to obtain a refund of the overpayment and to arrange for payment of such refund to us. In any event, you agree to repay us for any overpayment upon the earlier of (i) your recovery of such overpayment or (ii) the application of the related tax credit to another of your tax payment obligations.

RECORDS AND NOTICE OF ERRORS

We will provide you with statements and confirmations containing information about your tax payments in accordance with and subject to the applicable User Documentation.

Nothing in this Exhibit B relieves you of any duty imposed by law or contract regarding the maintaining of records or from employing adequate audit, account and review practices customarily followed by similar businesses. You will promptly review for accuracy all records, information and statements delivered from time to time to you by us.

You must send us written notice, with a statement of relevant facts, within 14 days after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a notice or statement from us of information concerning an unauthorized or erroneous debit to your account.

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SUPPLEMENTAL LIMITATION OF LIABILITIES

For each Tax Payment Service, this section supplements the Limitation of Liabilities section of this Exhibit B.

If any Tax Payment Service is interrupted for any reason and you are unable to complete transmission of your Tax Payment Instruction to us, you will not be relieved of your obligation to make any tax payment otherwise contemplated to be made by such Service. We will not incur any liability if you fail to make any required tax payment by other means in the event of such interruption.

Notwithstanding the Limitation of Liabilities section of this Exhibit B with respect to tax penalties, our liability under a Tax Payment Service is limited to the amount of penalty actually imposed on you by the Internal Revenue Service or by the appropriate tax authority for our failure solely by reason of our negligence, to report any tax or file any tax form or make any tax payment on time.

WIRE TRANSFER AND INTERNATIONAL ELECTRONIC FUNDS TRANSFERS

This section applies to our U.S. domestic and worldwide wire transfer services and to our International Electronic Funds Transfer Services outside the United States of America. It does not apply to ACH Services within the United States of America, which are covered in the "Automated Clearing House (ACH)" section of this Exhibit B.

Wire Transfer and International Electronic Funds Transfer Services permit you to transfer funds electronically and, as appropriate, to transmit related messages as more fully described in the applicable User Documentation. These transfers are typically from your accounts with us to other accounts at our bank, at our affiliated banks or at other eligible banks. These transfers may also include transfers to your accounts with us from your accounts at other banks. These transfers may be made according to a specific request from you or according to your standing instructions (which may include daily sweeps from your accounts at our affiliated banks to your account with us). They also may be low-value batch payments made according to multiple requests within a single electronic data file for transfers to or from your accounts.

If a Request involves a currency other than the currency in which the relevant account is denominated, your funds will be exchanged for such other currency at a current rate of exchange on or before the transfer date in accordance with our normal procedures. Currency exchange rates fluctuate over time, and you acknowledge and accept the risks of such fluctuations between the time you initiate a Request and the time the transfer is either completed or is unwound due to a cancellation, amendment, rejection or return.

MULTIBANK

The Multibank Service permits you to relay through us your instructions to another bank to wire transfer funds from one of your accounts held at that other bank. We will

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reformat your request for SWIFT and relay it by SWIFT to the appropriate bank, subject to the Business Day schedules for us, SWIFT and the paying bank.

Before using the Multibank Service, you must provide us with the account number and bank name for each account to be debited using this Service. You also must provide the bank holding the debit account with express, written authorization (with a copy to us where requested) to act on SWIFT payment instructions we send to it under this Service. You agree that we may rely on that authorization until we have had a reasonable opportunity to act on notice that it has been revoked.

Multibank requests are not payment orders to us, and we have no obligation to execute, transmit or accept any payment orders made to us under the Multibank Service. We reformat and transmit your payment order to another bank, and we have no duty to do so if your request is defective, incomplete, erroneous or inconsistent with the terms of this Exhibit B. We may act on your Multibank requests as we reasonably consider appropriate notwithstanding any error, omission, defect or lack of clarity in its terms and even if the requests appear to duplicate other Multibank requests.

If you wish to cancel or amend a payment order set forth in a Multibank request, you must contact the bank to which the payment order is directed and act in accordance with its procedures.

Reports on Multibank requests which we have processed will be included in an Information Reporting Service which you have arranged to use.

COMPLIANCE WITH RULES AND LAWS

You agree to comply with all applicable payment system rules, including the national payment system rules and any other applicable laws and regulations of the receiving country of your transaction. You also agree to comply with the authorization and notice requirements applicable to any Request to debit another person's account.

AUTHORIZED PERSONS

Before using a Wire Transfer or International Electronic Funds Transfer Service, you give us a written list, in a form acceptable to us, of the persons authorized by you to perform certain duties in connection with such Service.

SECURITY PROCEDURE

You agree to use a Service in accordance with the relevant Security Procedure, if any. The purpose of the Security Procedure is to verify the authenticity of Requests delivered to us in your name and not to detect errors in the transmission or content of Requests. You represent and warrant each time you use a Wire Transfer or International Electronic Funds Transfer Service that, in view of your requirements, the Security Procedure is a satisfactory method of verifying the authenticity of Requests.

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You agree that we may act on Requests, even if they are unauthorized, if we act in good faith and comply with the applicable Security Procedure and any written agreement with you restricting our action on Requests. In such cases, we may enforce or retain your payment to us for such Requests; provided, however, we may not enforce or retain payment if you prove that the unauthorized Requests were not caused by a person (i) entrusted at any time to act for you with respect to Requests or the applicable Security Procedure, (ii) who obtained access to your premises, computer equipment or transmitting facilities or (iii) who obtained, from a source controlled by you, information (such as keys and passwords) which facilitated breach of the applicable Security Procedure.

ACCOUNT DEBITS

You must have Collected and Available Funds in your account which, when added to funds which may be made available under a line of credit, are sufficient to cover your Requests. You may initiate a Request only if the offsetting debit to your account, including the available line of credit, will not cause you to exceed the account balance according to your records. If your records and ours disagree regarding the account balance, our records will control for purposes of our processing the Request.

You are obligated to pay us the amount of any Request once we act on, other than to reject, your Request. At our discretion, we may at any time without notice require payment before we process your Request. Even if we have done so in the past, we are not obligated to process any Request without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand.

Prior to initiating any wire transfer Request to debit an account of a third party, you must provide us with documents, in a form acceptable to us, evidencing the third party's authorization.

You will pay us for the amount of any returned or rejected debit transactions, or any adjustments, which we previously credited to your account.

If, for any Business Day, we receive more than one Request and/or other items payable from your account, we may debit your account for such Requests and items in any sequence we determine in our sole discretion.

ACTING ON REQUESTS

We will use any means of transmission, funds transfer system, clearing house or intermediary bank we reasonably select to transfer funds.

After we receive a Request by the applicable processing deadline (as specified in the applicable User Documentation), but no later than the value date stated in your Request (if such date is not earlier than the day such Request is received), we will act upon such Request by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party. If applicable, our acting on your Request will also

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be subject to the business day schedule of any of our banking centers or affiliates holding an account to be debited or credited under a Service. We may treat Requests we receive after a deadline as if we received them on the next Business Day. International Electronic Funds Transfers will be deemed received by us when we receive the complete electronic data file at the location specified in the applicable User Documentation.

REJECTION OF REQUESTS

We may reject any Request which does not comply with the requirements of this Exhibit B or the applicable User Documentation, including any processing limits described in such User Documentation, or which we have been unable to verify through use of the Security Procedure. We also may reject any Request which exceeds the Collected and Available Funds (including funds made available under a line of credit) on deposit with us in the applicable account. We may also reject any Request if it may be returned for any reason under the applicable national payment system rules of the receiving country of your transaction. Notice of rejection is given to you by telephone, by electronic means, by facsimile or by mail. Notices of rejection will be effective when given.

CANCELLATION OR AMENDMENT

We have no obligation to cancel or amend Requests after we receive them or to cancel or amend any particular funds transfer requested by a standing instruction which is in effect. If you send us a Request instructing us to cancel or amend a prior Request and we are able to verify the authenticity of the cancellation or amendment Request using the Security Procedure, we will make a reasonable effort to act on that Request, but we will not be liable if it is not effected. Your obligations under this provision will survive termination of these Wire Transfer and International Electronic Funds Transfer Services.

PROVISIONAL PAYMENTS

Payment by us for any transaction we credit to your account is provisional until we receive final settlement for the transaction. If final settlement is not received, we are entitled to a refund and we may charge your account for the amount credited. We may delay the availability of any amount credited for a transaction if we believe that there may not be sufficient funds in your account to cover chargeback or return of the transaction.

INCONSISTENCY OF NAME AND NUMBER

A beneficiary's bank (including us when we are the beneficiary's bank) may make payment to a beneficiary based solely on the account or other identifying number. We or an intermediary bank may send a Request to an intermediary bank or beneficiary's bank based solely on the bank identifying number. We, any intermediary bank and any beneficiary's banks may do so even if the Requests include names inconsistent with the account or other identifying number as long as the inconsistency is not known by us or

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such other bank. Neither we nor any other bank has a duty to determine whether a Request contains an inconsistent name and number.

NOTICE OF ACCOUNT STATEMENT DISCREPANCIES

Information concerning payments made pursuant to your Requests will be reflected in your account statements and, in some cases, in written or electronic advices and reports produced through one of our Information Reporting Services. You must send us written notice, with a statement of relevant facts, promptly after you receive the first notice or statement indicating a discrepancy between our records and yours. If you fail to give the required notice within 14 days, we will not be liable for any loss of interest or for any compensation for any other loss or cost relating to an unauthorized or erroneous debit to your account or because of any other discrepancy in the notice or account statement. You must notify us promptly by telephone, confirmed in writing, if you learn or discover from any source other than a statement, advice or report from us of information concerning an unauthorized or erroneous debit to your account.

MICROTRADE SERVICES

Our MicroTrade™ Services allow you to (i) instruct us to issue standby and import letters of credit and guarantees, (ii) instruct us to advise you of our receipt or confirmation, or the payment, of your export letters of credit, (iii) initiate collections and (iv) access reports on letter of credit transactions, collections and banker's acceptances. Detailed information regarding each Service is found in the applicable User Documentation.

STANDBY AND IMPORT LETTERS OF CREDIT

Our Import MicroTrade Letters of Credit Service allows you to request us, by electronic or fax transmission, to issue an import or standby letter of credit or a guarantee. Each letter of credit or guarantee which we agree to issue will be for your account or the account of another entity you designate. Each commercial letter of credit we issue will be subject to the UCP, and each standby letter of credit we issue will be subject to the ISP98. As a condition to our agreement to issue a letter of credit or guarantee, we may require you to make a cash deposit with us as security for your obligations to us. A letter of credit may be issued by any of our offices within or outside the United States of America. A guarantee may be issued by any of our offices outside the United States of America.

YOUR RESPONSIBILITIES

You represent and warrant to us as of the date of issuance of each import letter of credit and each drawing that:

- You or the importer has obtained all import and export licenses, registrations, filings and approvals required by any governmental authority for the goods and documents described in the letter of credit.
- The transactions underlying the letter of credit are not prohibited under the foreign asset control or other regulations of the United States of America or the applicable laws of any other jurisdiction.

You will obtain, or cause to be obtained, insurance covering fire and other usual risks on all goods described in each import letter of credit issued by us.

You will reimburse us upon demand all monies paid by us under or in respect of each such letter of credit or guarantee, including payments on any draft, acceptance, order, instrument or demand drawn or presented under the letter of credit or guarantee. You will pay us on demand interest on all amounts paid by us or any other drawee under each letter of credit or guarantee from the date of such payment until we receive reimbursement at a rate per annum specified in the applicable User Documentation. You will reimburse us in the currency in which the letter of credit or guarantee is denominated (or, at our option, the equivalent of the denominated currency amount in U.S. Dollars or the currency of the country in which the letter of credit or guarantee was issued at the rate of exchange quoted by us in the city in which the letter of credit or guarantee was issued for the sale of

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the denominated currency against U.S. Dollars or such other currency on the date on which the denominated currency amount is paid by us). Regardless of the expiration of the letter of credit or guarantee, you will remain liable for all such amounts until we are released from liability to all persons entitled to draw or demand payment under the letter of credit or guarantee.

You will pay us Legal Expenses incurred by us in connection with each letter of credit or guarantee including without limitation our defense of any proceeding initiated by you to enjoin payment or negotiation by us of a letter of credit or guarantee even if you are awarded such relief, provided only that we have acted in good faith in defending such action.

If you request the issuance of a letter of credit or guarantee listing one of your Subsidiaries or another entity as the account party, each such request will be considered a request by you for the issuance of a letter of credit or guarantee, and you will assume all liabilities and obligations with respect to such letter of credit or guarantee. You represent and warrant to us that you will derive substantial economic benefit from each underlying transaction relating to each request for the issuance of a letter of credit or guarantee listing your Subsidiary or another person as the account party. Your obligations under each letter of credit or guarantee will not be released or discharged if:

- We attempt to collect any payment under such letter of credit or guarantee directly from the Subsidiary or such other entity.
- Any bankruptcy, reorganization, insolvency, receivership, moratorium or other such action effecting creditors generally is filed by or against the Subsidiary or such other entity.
- We receive payment from the Subsidiary or such other entity, but it is subsequently rescinded or must be returned by us.

OUR RESPONSIBILITIES

If we accept your request, we will issue the import or standby letter of credit as described in your electronic or fax transmission and pursuant to this Exhibit B and the UCP (with regard to import letters of credit) and ISP98 (with regard to standby letters of credit). If we accept your request, we will issue the guarantee as described in your electronic or fax transmission and pursuant to this Exhibit B.

We will pay each commercial letter of credit pursuant to its terms, this Exhibit B and the UCP. We will pay each standby letter of credit pursuant to its terms, this Exhibit B and the ISP98. We will pay each guarantee pursuant to its terms and this Exhibit B.

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CHANGE OF LAW OR REGULATION

If, subsequent to the issuance date of a letter of credit or guarantee, we determine that the introduction of or any change in the interpretation of any law, rule, regulation or guideline or the request of a central bank or other governmental authority will increase our costs relative to our providing the Import MicroTrade Letters of Credit Service, as set forth below, then, on demand, you will pay us additional amounts sufficient (as determined by us) to compensate us for such increased cost. Such increased costs could include: (i) reserve, deposit, assessment or similar requirements or (ii) increases in capital adequacy requirements.

DEPOSIT ON TERMINATION EVENT

If there occurs an event which permits us, under the Termination section of this Exhibit B, to terminate this Service immediately, you will deposit with us, on demand and as cash security for your obligations to us, an amount equal to the aggregate undrawn amount of the letters of credit and guarantees issued by us in the same currency as the letter of credit or guarantee, or, at our option, its equivalent in U.S. Dollars or the currency of the country in which the letter of credit or guarantee was issued. You will not withdraw any amount so deposited except to the extent such amount exceeds the undrawn and unreimbursed amount of the letter(s) of credit and guarantees. If the amount deposited by you under this Exhibit B for a letter of credit is in a currency different than the currency in which the letter of credit or guarantee is payable and the amount so deposited becomes less than the value of the undrawn amount of the letter of credit or guarantee because of any variation in rates of exchange, you will deposit with us additional amounts in such other currency so that the total amount deposited by you under this Exhibit B is not less than the equivalent value of the undrawn amount of the letter of credit or guarantee, determined by using the rate of exchange quoted by us on the date of our latest demand.

EXPORT LETTERS OF CREDIT

Our Export MicroTrade Letters of Credit Service allows us to advise you by electronic transmission of (i) our receipt of any export letter of credit naming you as beneficiary, (ii) our confirmation of any such letter of credit and (iii) any payment made pursuant to a drawing under any such letter of credit.

You may elect to have export letters of credit of a Subsidiary or other entity reported to you with our Export MicroTrade Letters of Credit Service. You agree that the Subsidiary or other entity will provide us with a written authorization, in a form acceptable to us, for us to make that Subsidiary or other entity's information available to you.

COLLECTIONS

Our MicroTrade Collections Service allows you to initiate a collection (as that term is defined in the Uniform Rules for Collections) by delivering an instruction to a collecting bank.

The instruction will be on a form prescribed by us, but we will not have any responsibility or liability for the terms and conditions of any instruction; you accept all such responsibility and liability. Each collection will be governed by the Uniform Rules for Collections. You will promptly transmit to us a copy of the completed collection form and, upon our request, will provide to us copies of the underlying documentation.

You represent and warrant to us as of the date you transmit the instruction form to us that the collection is not prohibited under the foreign asset control or other regulations of the United States of America or the applicable laws of any other jurisdictions.

Upon our receipt of any payment of a collection, the amounts received (less related charges, disbursements and/or expenses) will be paid to you, except that if we are required to return any such payment received upon the insolvency, bankruptcy or reorganization of the presenting bank or collecting bank or other third party or for any other reason, you will repay to us the amount returned together with interest thereon from the date of payment by us at the rate specified by us in our schedule of charges. Unpaid items and related documents received by us may be returned to you by regular mail at the address specified in the Authorization and Agreement Certification form which accompanied this Exhibit B or such other address as may be notified by you in writing.

INFORMATION REPORTING

We will make available to you, subject to the terms of the Information Reporting section of this Exhibit B, reports on import, export and standby letter of credit transactions and banker's acceptances, as more fully described in the applicable User Documentation.

SUPPLEMENTAL LIMITATION OF LIABILITIES FOR ALL MICROTRADE SERVICES

For each MicroTrade Service, this section supplements the Limitation of Liability section of this Exhibit B.

You have sole responsibility for determining the level of security you require and assessing the suitability of the security procedures for these Services. We have no duty to investigate the authenticity of any application, instruction or other communication you provide us using a MicroTrade Service. Also, we will have no liability to you for acting upon any application, amendment or other communication purportedly transmitted by you, even if such application, amendment or message:

- Contains inaccurate or erroneous information.

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- Constitutes unauthorized or fraudulent use of a MicroTrade Service.
- Includes instructions to pay money or otherwise debit or credit any account.
- Relates to the disposition of any money, securities or documents.
- Purports to bind you to any agreement or other arrangement with us or with other persons or to commit you to any other type of transaction or arrangement.

We are authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by fax or other electronic transmission (including without limitation any transmission by use of our Software or the internet) received by us purporting to be a communication on your behalf without inquiry on our part as to the source of the transmission or the identity of the person purporting to send such communication and regardless of the circumstances prevailing at the time of such communication. We are also authorized, but not obliged, to rely upon and act in accordance with any application, instruction, consent or other communication by telephone, purporting to be a communication on your behalf by an authorized person designated by you.

GENERAL PROVISIONS

CHANGES TO A TREASURY SERVICE

You may request us at any time to change the processing instructions for any Treasury Service. We are not obligated to implement any requested changes until we have had a reasonable opportunity to act upon them. In making changes, we are entitled to rely on requests purporting to be from you. For certain changes, we may require that your requests be in writing, in a form and manner acceptable to us, or be from an authorized person you designate. In addition, certain requests for changes may be subject to our approval.

COMMUNICATIONS

Any written notice or other written communication to be given under the terms of this Exhibit B will be addressed to the applicable address specified on the Authorization and Agreement form you return to us, except as you or we specify otherwise in writing in conjunction with your accounts or particular Treasury Services. Notices are effective upon receipt, except as otherwise provided in this Exhibit B or any Materials.

You agree that we may electronically monitor and/or record any telephone communications with you in those countries which permit that practice. If our records about any such communication are different from yours, our records will govern.

If we allow you to use electronic mail to initiate payment requests or other instructions, your use of such electronic mail with respect to a Treasury Service will be subject to the terms and conditions of this Exhibit B and will comply with the applicable User Documentation.

CONFIDENTIALITY

OUR OBLIGATION

We acknowledge that information we obtain from you in connection with any Treasury Service we provide to you under the terms of this Exhibit B may be confidential. We will maintain the confidentiality of such information in accordance with our normal procedures for safeguarding customer information and the policy reflected in the Bank of America Corporation Code of Ethics and in accordance with our obligations under the Master Agreement.

YOUR OBLIGATION

You acknowledge our claim to proprietary rights in the Materials and that the Materials constitute our "trade secrets" or trade secrets of our licensors or vendors. You understand that all Materials are confidential and you will:

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- Safeguard the Materials at all times.
- Establish and maintain procedures to assure the confidentiality of the Materials and any password or code subsequently changed by you.
- Use the Materials only for the purposes for which we provide them.
- Notify us promptly by telephone, confirmed in writing, if any Materials are lost or their confidentiality is compromised.

You will not, nor will you allow anyone else to, do any of the following without our prior consent:

- Disclose any Materials to any person or entity, except to your employees and agents with a need to know the Materials.
- Make any copies, in whole or in part, of any Materials in whatever form or medium (electronic, printed or otherwise) in which they may exist from time to time, except as provided in the Software License section.
- Translate, reverse engineer, disassemble or decompile any Software or security devices.

These confidentiality obligations shall continue for three (3) years after a Treasury Service you are using is terminated.

You have sole responsibility for the custody, control and use of all Materials. You agree that no individual will be allowed to initiate a request or other instruction contemplated in this Exhibit B or to have access to any Materials without proper supervision and strict security controls. We will be fully protected in relying on the correct user identification codes and passwords, as described in the relevant User Documentation.

GENERAL

This section does not limit either party's ability to disclose information (i) that the other party has approved by prior writing for disclosure; (ii) to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations, (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any Treasury Service, (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information, (vi) as required or requested by any securities exchange or regulatory body to which either party is subject or submits or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

In addition, you agree (i) that we may disclose to our offices, banking affiliates and agents with a need to know any information we obtain about you and (ii) that those offices,

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affiliates and agents may disclose such information as permitted under the immediately preceding paragraph.

You acknowledge and agree that data processing related to Treasury Services covered by this Exhibit B and your associated accounts may take place in countries other than those where you and your accounts with us are located. You further understand that information concerning your relationship with us may be available on our electronic data system both for information management purposes and in order to enable you to benefit from our electronic banking services. You understand and agree that, as a result, your banking relationship information may be available to some of our officers outside the country or countries where you and your accounts are located and you waive the banking secrecy laws, if any, of such country or countries with respect to such information.

Neither party will use the other's name or refer to the other party directly or indirectly in any solicitation, marketing material, advertisement, news release or other release to any publication without receiving the other party's specific prior written approval for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral approval for such use.

These obligations continue after any Treasury Service you are using is terminated.

FACSIMILE SIGNATURES

In some countries, businesses use a machine-imprinted and/or rubber-stamped facsimile signature (each generally called a facsimile signature) as a convenient method for signing checks, documents and other items. If you choose to use a facsimile signature, you must provide us with a specimen facsimile signature of each person authorized to do so.

If you choose to use a facsimile signature, and you have provided us with one or more specimen facsimile signature(s), you are responsible for any withdrawal from your account that bears or appears to us to bear your facsimile signature, regardless of by whom or by what means the signature was placed on the check. If you choose to use a facsimile signature, you are responsible even if you have not presented us with a specimen facsimile signature, or if the size, color or style of the check, or the size, color or style of the facsimile signature is different from that of the check or facsimile signature you use. We may pay the withdrawal and debit your account for it.

You agree to compensate us for all losses, claims, damages or expenses, including Legal Expenses, that result from our payment of a withdrawal bearing a facsimile that resembles your facsimile signature.

You are responsible for taking security measures and implementing procedures to prevent the forgery, theft or fraudulent or unauthorized use of your facsimile signature.

GENERAL MATTERS

AGREEMENT

Except for the Master Agreement and attachments thereto, this Exhibit B constitutes and represents the entire agreement between you and us regarding the Treasury Services we provide you anywhere in the world and supersedes and extinguishes all prior agreements, understandings, representations, warranties and arrangements of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any such Treasury Service (including any International Treasury Services Terms and Conditions, but excluding the current Account Agreement). Except as provided in the Master Agreement, this Exhibit B will be controlling in the event of any conflict between it and any relevant User Documentation, any other document or written or oral statement (including but not limited to any Account Agreement, except as applicable law requires otherwise). Current User Documentation is available upon request.

This Exhibit B is binding upon each of your and our respective successors and permitted assigns. You may, with our prior written consent, assign any of your rights or duties described in this Exhibit B. This Exhibit B is not for the benefit of any other person, and no other person has any right under this Exhibit B against you or us, and nothing contained in this Exhibit B creates any agency, fiduciary, joint venture or partnership relationship between you and us.

NOTICE OF FINAL AGREEMENT. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

GENERAL OBLIGATIONS

We are responsible only for performing the Treasury Services expressly provided for in this Exhibit B. We may contract with an outside vendor in providing any of these Treasury Services. We agree that any such outside vendor shall conform to all of our obligations under the Master Agreement and this Exhibit B.

With respect to any Treasury Service, we will provide you with assistance by telephone at the numbers and during the hours specified by us in writing from time to time.

Both parties agree that each will be responsible for maintaining data which is in its control in a manner no less secure than the manner in which it maintains its own data.

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ORAL INSTRUCTIONS

We may rely on oral instructions from any person who identifies himself or herself by a name which is included on a written list from you of persons authorized to give such instructions, whom we reasonably believe is an authorized person and who complies with any applicable Security Procedure. You will update this list from time to time as necessary to reflect any changes in authorized persons. Except as otherwise expressly stated in this Exhibit B, we are not required to act on any instruction from any person or to give notices to any person.

SEVERABILITY; NO WAIVER

If any provision of this Exhibit B or the application of any such provision to any person or set of circumstances is determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Exhibit B, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, are not impaired or otherwise affected and continue to be valid and enforceable to the fullest extent permitted by law.

No delay or failure to exercise any right or remedy under this Exhibit B is deemed to be a waiver of such right or remedy. No waiver of a single breach or default under this Exhibit B is a waiver of any other breach or default. Any waiver under this Exhibit B must be in writing.

GOVERNING LAW

With respect to each Treasury Service, this Exhibit B is governed by and interpreted according to (i) U.S. federal law and (ii) the law of the state of California without reference to the principles of conflict of laws of the U.S. and California.

LIMITATION OF LIABILITIES

ALL TREASURY SERVICES OTHER THAN ELECTRONIC FUNDS TRANSFER SERVICES

We are liable to you only for actual damages incurred as a direct result of our failure to exercise reasonable care in providing a Treasury Service.

ELECTRONIC FUNDS TRANSFER SERVICES

For Requests and Entries which are subject to UCC 4A, we are liable only for damages required to be paid under UCC 4A or the Fedwire Regulation, as applicable, except as otherwise agreed in this Exhibit B.

For all Requests and Entries not subject to UCC4A and for all other obligations under the Electronic Funds Transfer Services sections, our liability is limited to actual damages,

EXHIBIT E-2 TO MASTER AGREEMENT

Addendum to Merchant Services Agreement
Between
Bank of America, N.A.
And
Administrative Office of the Courts (California)

This Addendum to Merchant Services Agreement ("Addendum") amends the Merchant Services Agreement, attached as Exhibit E-1 ("MS Agreement") between Administrative Office of the Courts for the State of California, a state governmental entity ("you," "your" or "AOC"), and Bank of America, N.A., a national banking association ("we," "us," "our," or "Bank of America"). The words and phrases not otherwise defined herein will have the same meanings ascribed to them in the MS Agreement.

RECITALS AND ADDITIONAL AGREEMENTS

A. Bank of America and AOC are parties to an Agreement for Government Services dated January 1, 2004 ("Government Banking Services Agreement").

B. Among the services Bank of America will provide to AOC pursuant to the Government Services Agreement are the merchant services more fully described and governed by the MS Agreement.

C. AOC enters into the MS Agreement to set the common terms for individual California state courts ("Court"). The parties understand and agree that an individual Court will accept Cards and process Transactions. A Court may not accept a Card Transaction under these terms and conditions until it has completed a Participation Agreement, substantially in the form attached hereto as Exhibit E-3 to Master Agreement, and both the Court and Bank of America have signed such Participation Agreement.

D. Each Court will be liable only for its own Card Transactions, actions, activities and payments and no individual Court will be liable for the Card Transactions, actions and activities of and payments due from another Court. Each Court will maintain a Deposit Account and any other account(s) as provided in the MS Agreement.

E. The parties understand that the individual Participation Agreements for Courts may be signed by AOC officers and are valid and enforceable against the applicable Court.

The parties hereby agree to amend the MS Agreement as follows:

1. Subsection C and the last sentence of the Introduction Section of the MS Agreement is hereby removed and replaced in its entirety with the following:

“C. You are a government entity organized pursuant to the laws of the State of California that directly, or through the Superior Courts of California, accepts payments, bail or other amounts for government purposes, and desire that we provide Merchant Services to you under your and Court Applications and this MS Agreement. The related addenda, schedules, relevant Association rules, and Operating Procedures are part of this MS Agreement to the extent such documents are provided or made available to you, and, individually and collectively, all these documents are referred to as the “MS Agreement” or “Agreement” between you and us.”

2. Section 1.13 of the MS Agreement, definition of “Card Transaction”, is hereby removed and replaced in its entirety with the following:

““Card Transaction” is a transaction between you and a Cardholder for sale, rental or service, or any credit related thereto, that is evidenced by a Sales Draft, a Credit Voucher or electronic transmission and is presented to us by you for processing through the Card Organizations. For the purposes of this MS Agreement, “service” as used in this definition, will include, but not be limited to, all government services provided or fees or other payments assessed or collected by a Court as allowed by law. The parties understand that, in certain circumstances, a Court is permitted by law or regulation to collect fees on behalf of the County in which the Court operates. In the event the County signs the Participation Agreement, Court may accept a Card Transaction for such collection and it will be considered a “service” provided by the Court for the purposes of this Agreement.”

3. Section 1.22 of the MS Agreement, definition of “Deposit Account”, is hereby removed and replaced in its entirety with the following:

““Deposit Account” is the checking account or other acceptable account you maintain at the Bank for credit of Charges and debit of Credit Vouchers, Chargebacks, Processing Fees and any fines assessed by Card Organizations. Each Court will maintain one or more Deposit Accounts as otherwise provided in this MS Agreement. The parties understand and agree that a Deposit Account may be in the name and tax identification number of the Court or may be in the name and tax identification number applicable to the County in which the Court operates. The Court will identify the Deposit Account(s) in the Participation Agreement. In the event the Deposit Account is in the County’s name, the County will be an additional signer to the applicable Participation Agreement.”

4. Section 1.27 of the MS Agreement, definition of “Fee Schedule”, is hereby removed and replaced in its entirety with the following:

““Fee Schedule” as used in this MS Agreement means the portion of the fee schedule provided by us to you as Exhibit H to the Government Banking Services Agreement that refers to Merchant Services. The Merchant Services portion of the Fee Schedule is also attached to this MS Agreement and will be attached to each Participation Agreement. The Fee Schedule is a part of this MS Agreement.”

5. Section 1.37 of the MS Agreement, definition of "Reserve Account", is hereby removed and replaced in its entirety with the following:

"Reserve Account" is a deposit account you established and maintained as described in Section 10. We agree that any Reserve Account will be collateralized as required by applicable law."

6. Section 1.30 of the MS Agreement, definition of "Operating Procedures" is hereby removed and replaced in its entirety with the following:

"Operating Procedures" collectively refers to manuals, instructional materials, specifications, and operating regulations that describe the policies, procedures and transaction requirements set forth by Card Organizations or Bank of America to be followed by you and us, as amended from time to time. All references to your compliance with Operating Procedures in this MS Agreement relate only to those manuals, instructional materials, specifications and operating regulations we provide to you or are available to you on websites operated by us or the Card Organizations."

7. Section 2.01 of the MS Agreement is hereby modified by adding the following to the end of that Section:

"D) In the course of performing the services under this MS Agreement we may have access to information (including, without limitation, information linking any specific individual to any legal or administrative proceedings, trade secrets, technical information, business forecasts and strategies, marketing plans, customer and supplier lists and information, personnel information, financial data, and proprietary information of third parties provided to you in confidence) regarding you, practitioners before you, or members of the public (collectively, "Court Confidential Information"). We will hold all such Court Confidential Information in strict confidence, will use Court Confidential Information solely for the purpose of performing our obligations under this MS Agreement, and will disclose Court Confidential Information to our employees and agents solely on a need-to-know basis. We will be fully responsible for the acts of our employees and agents in the event any of our employees or agents to whom we disclosed such confidential information fails (a) to hold Court Confidential Information in strict confidence, or (b) to use the Court Confidential Information solely for the purpose of performing our or their obligations under the MS Agreement.

Our obligations under this Section 2.01 D will not apply to any Court Confidential Information that we can demonstrate: (i) is or becomes generally available to the public other than as a result of disclosure by us or our employees or agents in breach of this MS Agreement or other obligations; (ii) becomes available to us on a non-confidential basis from a third party, unrelated to you, who has the right to make such information available on a non-confidential basis; (iii) was known to us on a non-confidential basis prior to its disclosure to us in connection with this MS Agreement; or (iv) is independently developed by our personnel without use of or access to the Court Confidential Information.

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resulting directly from our willful misconduct or our failure to exercise reasonable care, not exceeding the following, as applicable: (i) in case of an excessive debit to your account, the amount of the excess plus compensation equivalent to interest; (ii) in case of payment to an account not specified by you, the amount of the payment plus compensation equivalent to interest; (iii) in case of any delay in crediting a debit Entry or DTC to your account, the amount of compensation equivalent to interest for the period of delay; or (iv) in all other cases, the actual damages incurred by you. You will use reasonable efforts to assist us in recovering the amount of any overpayment for which we are liable.

If we are obligated to pay interest compensation, we will pay such compensation or credit your account, as we determine, upon your written request. We calculate compensation for the relevant period as specified in the Account Agreement or as advised by your customer services representative.

If you transmit a Request to us by way of a funds-transfer system or other third-party communications system not specifically required by us, the system is deemed to be your agent for that purpose. We are not liable to you for any discrepancy between the terms you transmit to such system and the terms it then transmits to us.

ALL TREASURY SERVICES

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature (even if advised of the possibility of such loss, damage, cost or expense), including, without limitation, any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of or corruption to your data, loss of operation time or loss of contracts.

We will not be responsible for the acts or omissions of you or your officers, employees or agents (including but not limited to the amount, accuracy, timeliness or authorization of any instructions or information from you) or the acts or omissions of any other person or entity, including but not limited to any clearing house association or processor, any U.S. Federal Reserve Bank or any other country's central bank, any other financial institution or any Supplier, and no such person or entity will be deemed our agent.

We will not be liable for and will be excused from any failure or delay in performing our obligations for any Treasury Service if such failure or delay is caused by circumstances beyond our control, including any natural disaster (such as earthquakes or floods), emergency conditions (such as war, riot, fire, theft or labor dispute), legal constraint or governmental action or inaction, breakdown or failure of equipment, breakdown of any Supplier, or your act, omission, negligence or fault.

We also will not be liable for any failure to act on our part if we reasonably believed that our action would have violated any law, rule or regulation.

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OVERDRAFTS

With respect to a Treasury Service, we may, at our sole discretion, allow an overdraft to occur in your account. Except as we agree or advise you otherwise in writing, you must repay us immediately, without demand, the amount of such overdraft plus any overdraft charges. In such cases, the fact that we previously allowed an overdraft to occur does not obligate us to do so in the future. Additional terms and conditions contained in your Account Agreement may apply.

PAYMENT FOR TREASURY SERVICES

Payment for Treasury Services shall be in accordance with Exhibit H, Fee Schedule, of the Master Agreement.

TREASURY SERVICE CHARGES

You will pay us for each Treasury Service you use according to the schedule of charges currently in effect for you.

You will pay us for Software support in excess of that contemplated in the General Provisions sections of this Exhibit B. The charges for such extra support will be as specified by us before such charges are incurred or as otherwise agreed by you and us from time to time.

We will, on a monthly basis, debit your account with us for payment of charges due, unless you arrange another payment procedure acceptable to us.

TAXES

All Treasury Service charges are exclusive of sales, value-added and use taxes, stamp and other duties and other governmental charges imposed on any Treasury Service or Materials and not based on our net income. Such taxes, duties and charges are payable by you.

REPRESENTATIONS AND WARRANTIES

On and as of each day we provide any Treasury Service to you, you represent and warrant to us that:

- Your agreement to each provision contained in this Exhibit B is a duly authorized, legal, valid, binding and enforceable obligation;
- The debiting of any account as provided in this Exhibit B is not inconsistent with any restriction on the use of that account;

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- All approvals and authorizations required to permit the execution and delivery of the Agreement and Authorization form and any other necessary documentation, and the performance and consummation by you of the transactions contemplated under each Treasury Service, have been obtained, including but not limited to due authorization from each applicable third party to allow you to transfer funds and access information from such party's account; and
- Your performance of your obligations will not violate any law, regulation, judgment, decree or order applicable to you.

RESOLUTION OF DISPUTES

We try to resolve our clients' Treasury Service problems or disputes as quickly as possible. In most cases, we can resolve a problem by telephone.

The parties shall make a good faith effort to resolve informally any dispute or controversy relating to or arising from your use of Treasury Services described in this Exhibit B. The parties agree that all disputes arising out of or relating to this Agreement shall be first submitted to non-binding mediation in San Francisco, California.

SOFTWARE LICENSE

This section applies to all Software we provide to you after you return the Agreement and Authorization form unless we provide you a separate license agreement for specific Software (including a "click-wrap" Software license you may obtain from us by downloading from our website). Notwithstanding anything to the contrary in the "General Provisions" section of this Exhibit B, the software licenses granted to you under this Software License section are governed by and interpreted according to the laws of the State of California without reference to its principles of conflict of laws.

LICENSE

For each Software application we provide to you for one or more Treasury Services, we grant you a non-exclusive, non-transferable license for the use of that Software and its related Materials. Each license is granted solely for use in object code form only in connection with one or more Treasury Services. You may use the Software only in accordance with the applicable User Documentation.

The Software, its source code, the related Materials and all copyright, patent, trademark, trade secret and other rights in them are and will remain the exclusive property of us or our licensors. You will secure and protect the Software (including all copies) in a manner consistent with the maintenance of our rights and those of our licensors. In order to protect those rights, you will reproduce and incorporate copyright notices and all other proprietary legends prescribed by us in any permitted copies. You may not remove, obscure or otherwise tamper with or alter, any such notices or legends affixed to or otherwise contained in the Software or related Materials or copies. You will also take

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appropriate action to instruct and obligate your representatives who are permitted access to the Software (including copies) to comply with your obligations to protect the Software.

We are obligated to provide you only with those updates, upgrades or new releases of Software which we make generally available to our other customers who license the same Software. Any corrections, updates, upgrades or new releases that we provide to you must be installed by you promptly or by such later time as we specify, and will be deemed part of the Software upon delivery to you. We will provide support only for the most current version of Software we have provided to you.

You will, at your expense, cause a computer to be installed and kept in good condition and working order at your site for use of the Software. The computer and its components must be equipment which is acceptable as specified by us from time to time.

We may assist you with the installation of Software on your computer and with the training of persons who will use the Software, but we will not bear any responsibility for the proper installation and use of the Software. Except as you and we may agree otherwise, you will be deemed to have accepted the Software upon its installation and upon our having made such training available to you.

You may not (i) sell, assign, transfer, license, sublicense or publish the Software or copies of the Software or (ii) disclose, display or otherwise make available the Software or copies thereof to third parties without our express approval.

You may not copy, or allow anyone else to copy, the Software or related Materials, except that you may make two copies for backup and archival purposes. You may not electronically distribute, or allow anyone else to electronically distribute, Software except from the network server on which it is installed to workstations on that network.

You will provide us written notice each time you make a permitted copy of Software (except for backup or archival copies) or electronically distribute it to a workstation, indicating the location and date of the copy or distribution. We may audit your site to confirm compliance with this Software License section if you fail to make the reports called for or if we reasonably believe you are using unauthorized copies of Software.

You may not alter, repair, modify or adapt any Software or related Materials, including, but not limited to, translating, reverse engineering, decompiling, disassembling or creating derivative works from it.

You agree to inform our client support unit of all errors, difficulties or other problems with the Software of which you become aware. We will make reasonable efforts to fix or provide workarounds for material reported errors and to provide you with support and consultation concerning the Software at our cost. The reasonable effort, support and consultation will be such as we, in our sole discretion, determine. You will cooperate with us in the expeditious resolution of such errors, difficulties or other problems by

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providing us, on request, a listing of input, output and all other data which we may reasonably request in order to reproduce operating conditions similar to those present when such errors, difficulties or other problems were discovered.

You may move the Software to another computer replacing the one on which the Software was originally installed or to another site, but only after you give us written notice, specifying the new computer and site. We will have reasonable access to Software while it is at your site to provide assistance or to verify the status or location of Software.

A license to Software and related Materials will terminate automatically if you fail to comply with the terms of the license or any other material provision in this Exhibit B or if the Treasury Services for which you are using the Software are terminated. In addition, in the event of a breach of your confidentiality obligations with respect to the Software, we may seek any remedy provided by law or equity.

LIMITED WARRANTY/DISCLAIMERS

You acknowledge that the Software has not been produced to meet your specific requirements and has not been tested in every possible combination and operating environment. You are responsible for satisfying yourself that the Software is satisfactory for your purposes.

You further understand and agree that we make no representation concerning the completeness, accuracy, operation or performance of the Software or its compatibility with any hardware. You acknowledge that the operation of the Software may not be uninterrupted or error-free.

We warrant that (a) our provision to you, and your use of the Software will not infringe any third party's intellectual property rights; (b) the Software has been designed and tested with commercially reasonable care, consistent with customary industry standards, to achieve its intended purpose; (c) prior to installation the Software does not contain any computer instructions (including viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines) that have the intent or purpose to disrupt, damage, surreptitiously intercept or expropriate any system, data or personal information, or detrimentally interfere with your use of your computer or telecommunication facilities for your commercial purposes; and (d) the Software does not contain any functionality which would cause materially false, inaccurate or misleading results.

We further warrant that the Software will substantially conform to the documentation provided with the Software for the duration of the Master Agreement provided that: (i) the Software is used by you in strict compliance with the terms of this Exhibit B and the related Materials, (ii) the Software is not modified in any way by you and (iii) you promptly notify us and reproduce for us any defects, errors or bugs in the Software. We will use reasonable efforts to correct or work around any Software errors reported by you

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or, at our discretion, but in any event if our efforts are unavailing, we will accept return of the Software and refund any license fees paid by you.

You agree that the foregoing is your sole and exclusive remedy for breach of warranty and our sole obligation in connection with the performance or operation of the Software and related Materials.

Except as specifically stated above and notwithstanding any other provision in this Exhibit B or otherwise, we make no representation or warranty, express or implied, written or oral, and, to the full extent permitted by law, disclaim all other warranties including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, regarding the Software, the related Materials and all other property, services or rights covered by this Exhibit B.

In no event will we be liable for any indirect, consequential or punitive loss, damage, cost or expense of any nature (even if advised of the possibility of such loss, damage, cost or expense), including, without limitation, any economic loss or damage, expense and loss of business, profits or revenue, goodwill and anticipated savings, loss of, or corruption to your data, loss of operation time or loss of contracts.

To the extent permitted by applicable law, and except as otherwise provided in this section, we will not be liable for damages of any kind arising out of the use of, or inability to use, the Software or accompanying documentation.

You agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to our provision to you or your use of any Software.

Neither you nor we limit or exclude our liability to the other for death, personal injury, willful misrepresentation, willful default or fraud.

INFRINGEMENT INDEMNITY

We will defend at our own expense or settle any action brought against you to the extent it is based on a claim that your use of the Software and/or Materials provided by us to you pursuant to this Exhibit B infringes any Berne Convention country copyright or any United States of America or United Kingdom patent, trade secret or trademark of any third party, and we will pay all costs and damages finally awarded in any such action.

Our obligation is subject to (i) prompt notice from you of any such claim or action, (ii) your not having made any admission of liability or agreed to any settlement or compromise, (iii) your providing to us, in a prompt and timely manner, the documents, information and assistance we reasonably request, and (iv) your having used the current version of the Software and Materials, as provided to you by us, in compliance with the terms of this Exhibit B and the related Materials.

EXPORT CONTROLS

You understand and acknowledge that our obligations to provide the Software, technical assistance, any media in which any of the foregoing is contained, training and related technical data (collectively "Data") will be subject in all respects to all applicable laws and regulations as shall from time to time govern the export or diversion of certain products and technology to and from certain countries. You warrant and agree that you will comply in all respects with the export and reexport restrictions applicable to the Data shipped to you and will otherwise comply with all applicable laws and regulations governing export and diversion of the Software and technical data in effect from time to time.

SUPPLEMENTAL IMAGE CD-ROM SOFTWARE LICENSE PROVISIONS

This subsection supplements this Software License section with respect to Software we provide you for the Disbursement Image Service under which we provide you with CD-ROMs and shall control in the event of conflict between it and the balance of the Software License section.

We warrant for a period of 90 days after the CD-ROM creation date appearing on the CD-ROM that such CD-ROM itself will be free of defects in material and workmanship. If we provide you a CD-ROM which contains a media defect or is unreadable in its entirety, you must notify us within the 90-day period.

Our disclaimer of warranties in this Software License section applies to CD-ROMs as well as to the Software and related Materials.

You may not electronically distribute the Image CD-ROM Software to any workstation other than the one for which such Software is originally installed on your site.

Notwithstanding anything to the contrary in the Termination section of this Exhibit B, if a Disbursement Image Service under which we provide you with CD-ROMs is terminated for a reason other than your breach of this Software License section, you may continue to use the Software for such Service after termination of such Service for six months, or for such longer period as we approve, subject to the terms of this Software License section or such other software license agreement as we, at our election, require you to sign for this purpose. At the end of such six-month or longer period, the license for your use of the Software for such Disbursement Image Service will then terminate automatically.

SUPPLEMENTAL IMAGE (POSITIVE PAY) SOFTWARE LICENSE PROVISIONS

This subsection supplements this Software License section with respect to Software we provide you for the Image Positive Pay Service and shall control in the event of conflict between it and the balance of the Software License section.

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You may not electronically distribute the CCR (C Compression Routines) Software for Windows 3.1 provided to you in connection with the Image Positive Pay Service to any workstation other than the one for which such Software is originally installed on your site.

SUPPLEMENTAL PC ACH SOFTWARE LICENSE PROVISIONS

This subsection supplements this Software License section with respect to Software we provide you for the PC ACH Service and shall control in the event of conflict between it and the balance of the Software License section.

The Software can only be used for creation of ACH transactions to be originated by us.

You may not export the Software outside the United States of America.

TERMINATION

You may terminate any or all Treasury Services upon 30 calendar days' prior written notice to us. We may terminate any Treasury Service upon 180 calendar days' prior written notice to you. We will make reasonable efforts to transition a terminated service to a new provider. Notwithstanding the foregoing sentence, we may provide you with prior written notice that any of the following termination events have occurred, and if this termination event is not remedied within 30 calendar days, terminate any or all Treasury Services effective immediately if any of the following occurs:

- You materially breach any of the terms and conditions in this Exhibit B or any other agreement with us;
- You terminate, liquidate or dissolve your business or dispose of a substantial portion of your assets;
- You fail generally to pay your debts as they become due;
- You, voluntarily or involuntarily, become the subject of any bankruptcy, reorganization or other similar proceeding;
- You initiate any composition with your creditors; or
- Any guaranty of your obligations to us terminates, is revoked or its validity is contested by the guarantor, or any of the events set forth in the above five bullet points attributable to you occur to the guarantor.

If a Treasury Service you are using is terminated for any reason, you will do the following:

- Immediately stop using any Materials relating to the terminated Treasury Service;

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- Erase or delete any Software we have provided relating to the terminated Treasury Service to the extent it is stored in your computers; and
- At our option, either return to us or destroy all Materials relating to the terminated Treasury Service and certify to us that you have done so.

These obligations will continue after a Treasury Service you are using has been terminated.

Termination of a Treasury Service you use does not affect your payment obligations for services we provide to you before the Treasury Service is terminated. Also, termination of any Treasury Service you use does not release you or us from any of our respective obligations which arose or became effective before such termination.

GLOSSARY OF TERMS

The following are some important terms that appear in this Exhibit B.

Acceptable Payee. Your name and any other payee name you provide to us as an acceptable payee for checks to be processed under the Lockbox Service.

Account Agreement. The current signature card, International Account Agreement or SAOTC and the publication(s), as amended from time to time, we provide you containing terms and conditions applicable to each deposit, savings or current account for which you use a Service.

Bill Payment Service Provider. Any entity, which may include us, you authorize to deliver payments, remittance information and other related data from your customers to us for the Electronic Bill Payment Consolidation Service.

Business Day. Each day on which the bank or bank office providing or facilitating a Service is open for business related to that Service.

Check Issuance Request. Using the Check Issuance Service, a message transmitted from you to us requesting us to issue a check on your behalf drawn on either accounts you maintain with us or accounts designated and owned by us.

Collected and Available Funds. Funds in an account equal to the ledger balance minus float which, in our reasonable determination, are not subject to a hold, dispute or legal process preventing their withdrawal.

Controlled Disbursement Point. Each bank office designated by us through which checks issued under the Controlled Disbursement Service will be cleared or routed.

Deposit Account. One or more demand deposit accounts maintained by you with us and used in connection with our Controlled Disbursement Service.

Depository Transfer Checks (DTCs). Depository transfer checks and preauthorized checks to debit *Receivers'* accounts to accomplish the same purpose as debit Entries. (*Receiver* is defined in the NACHA Rules.)

Effective Entry Date. The date specified, in accordance with the NACHA Rules, on the Entry by the *Originator* on which the *Originator* intends the Entry to be settled. (*Originator* is defined in the NACHA Rules.)

Electronic Funds Transfer Services. ACH Services, International Electronic Funds Transfer Services and Wire Transfer Services.

Entries. Entries has the meaning provided in the NACHA Rules and also includes any data for Entries and any prenotification.

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Fedwire. The funds transfer system owned and operated by the Federal Reserve Banks of the United States of America, but excludes the system for making automated clearing house transfers.

Fedwire Regulations. Subpart B of Regulation J of the Board of Governors of the Federal Reserve System of the United States of America, as amended from time to time.

International Account Agreement. A form of Account Agreement used in some countries.

International Electronic Funds Transfer Services. Electronic payment services for transfers to or from your account outside the United States of America or to or from your account in the United States of America to a different receiving country. These services include low-value batch payments made according to multiple requests within a single electronic data file. International Electronic Funds Transfer Services exclude ACH Services within the United States of America and exclude Wire Transfer services.

ISP98. The rules of the "International Standby Practices 1998" published by the Institute of International Banking Law & Practice or such later revision as may be adopted and be in effect on the date the subject standby letter of credit is issued.

Legal Expenses. Reasonable lawyer's fees, allocated costs of staff counsel (unless prohibited by applicable law), fees and expenses of litigation and any other fees and expenses incurred in enforcing any provision of this Exhibit B.

Lockbox Address. The post office address we assign to you or we accept from you for the Lockbox Service.

Materials. The Software, user identification codes, passwords, codes, keys, test keys, security devices, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and related documentation we provide to you.

NACHA Rules. The rules of the National Automated Clearing House Association (including any other clearing house rules applicable to automated clearing house transactions), as amended from time to time.

Payment Advice. Using the Customer-Printed Drafts Services, an electronic message transmitted by you to us advising us that you have created a draft.

Request. A request by means permitted under the relevant Wire Transfer or International Electronic Funds Transfer Service to transfer funds to or from a specified account or beneficiary (including standing instructions) or to amend or cancel a prior request to transfer funds.

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Reversal/Deletion Request. A request for a Reversal or a request to delete a previously delivered Entry.

Reversals. Data for reversing Entries.

SAOTC. Each form of Standard Account Opening Terms and Conditions used in certain countries as an Account Agreement.

Security Procedure. Unless we agree otherwise with you, the applicable security procedure described in the Materials for your data delivery type or Service for verifying the authenticity of Entries, Requests, Reversal/Deletion Requests, Payment Advices, Check Issuance Requests, Stop Payment Requests or Tax Payment Instructions.

Software. The programs and data files provided by us for use on a computer in connection with one or more particular Services.

Stop Payment Request. A message you send us using the Online Stop Payment Services, the Check Issuance Services or the Client-Printed Drafts Services to request that payment be stopped on a check or draft which, in the case of the Online Stop Payment Services, must be drawn on an eligible account you have with us.

Subsidiary. Any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you. The term "Subsidiary" does not include affiliates or other entities in which 50% or less of the ownership interest is owned, directly or indirectly, by you.

Supplier. Any private or common carrier communication or transmission facility, any time-sharing supplier or any mail or courier service.

SWIFT. The international electronic message-transfer service known as the Society for Worldwide Interbank Financial Telecommunication.

Tax Payment Instruction. An instruction by means permitted under the relevant Tax Payment Service to pay any taxes using any of the tax forms specified in the applicable User Documentation.

Treasury Service. With respect to a Bank of America Corporation banking institution, a treasury management service provided in a specific Bank location and covered by this Exhibit B.

UCC 4A. Article 4A of the Uniform Commercial Code - Funds Transfers, as adopted by the state in the United States of America whose law applies to a Service, as amended from time to time.

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UCP. The Uniform Customs and Practices for Documentary Credits, 1993 Revision, ICC Publication No. 500 or such later revision as may be adopted by the International Chamber of Commerce and be in effect on the date the subject letter of credit is issued.

Uniform Rules for Collections. The Uniform Rules for Collections, ICC Publication No. 522, or such later revision as may be adopted by the International Chamber of Commerce and be applicable to a collection.

User Documentation. Any written information we provide you, including information in electronic format, as amended from time to time, which contains detailed instructions regarding the use of a Service, as provided by a particular banking center or office. User Documentation may vary from one jurisdiction to another. Current User Documentation is available upon your request.

Exhibit C to Master Agreement
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EXHIBIT C

**Agreement for the Safekeeping of Securities to Secure Deposits of Funds of the State of California
with Member Bank of Federal Reserve Bank of San Francisco**

AGREEMENT FOR SAFEKEEPING OF SECURITIES TO SECURE DEPOSITS
OF FUNDS OF THE STATE OF CALIFORNIA WITH MEMBER BANK OF
FEDERAL RESERVE BANK OF SAN FRANCISCO

AGREEMENT made and entered into this 16th day of
August, 1965 by and between FEDERAL RESERVE BANK OF SAN
FRANCISCO, hereinafter called "Reserve Bank", and Treasurer
of the State of California, hereinafter called "Treasurer",
and Bank of America National Trust and Savings Association, hereinafter
called "Depositary",

W I T N E S S E T H :

For and in consideration of the mutual covenants
hereinafter set forth and as an inducement to Reserve Bank
gratuitously to hold securities for safekeeping, Reserve Bank,
Treasurer and Depositary agree as follows:

1. Treasurer and Depositary each represents to
Reserve Bank, (a) that all security deposited with Reserve Bank
hereunder is, and shall be, in strict conformity with the pro-
visions of Article 3 of Chapter 4, Part 2, Division 4, Title 2
of the Government Code of the State of California, or as the
name may be amended; (b) that the Treasurer, hereinabove named,
is duly authorized and empowered to enter into this agreement;
and (c) that the Depositary has been duly and legally designated
and has done all things and performed all acts necessary to
qualify as a depositary of the funds of the State of California.

2. Treasurer hereby authorizes and directs Reserve
Bank, Depositary hereby consenting and agreeing thereto, (a) to
act as agent to receive for Treasurer from Depositary the de-
posit of approved securities tendered as security for deposits
of money belonging to or in the custody of State of California;
(b) to accept for safekeeping as a trust deposit all securities
so received and any such securities tendered to Reserve Bank
from time to time by Treasurer that have been deposited with him
by Depositary; and (c) to receive, hold and dispose of all such
securities on and subject to the terms and conditions stated
herein.

3. Reserve Bank represents that under the provisions
of the said Article of the Government Code of the State of
California it is qualified to act as such agent and to accept
such securities for safekeeping as a trust deposit, and Reserve
Bank hereby agrees to act in such capacity on and subject to the
terms and conditions stated herein.

4. Reserve Bank shall promptly issue and deliver to
Treasurer its non-negotiable safekeeping receipt for all
securities delivered to it hereunder, and a copy thereof to
Depositary.

5. Any securities delivered by Depositary to Reserve
Bank, as agent for the Treasurer, shall not be deemed deposited
with the Treasurer as security for deposits of money of the
State of California, unless and until Reserve Bank's receipt
therefor has been received by the Treasurer, and such security
has been approved by him as to eligibility. Reserve Bank shall
have no duty respecting any such approval, nor shall it be re-
quired to determine that any security delivered to it by
Treasurer or Depositary qualifies under the law as security for

deposits of the State of California. Reserve Bank shall not be responsible for the genuineness, validity, or eligibility of any securities received by it hereunder, for any defect therein, or any alteration thereof, made prior to the receipt by it hereunder. Reserve Bank shall have no duty to consider or determine the sufficiency of the market value of any securities.

6. All securities delivered to Reserve Bank hereunder shall be subject at all times to the order of the Treasurer, and Reserve Bank shall dispose of such security as the Treasurer directs or instructs. Such securities may be released to Depository only upon the prior authorization of the Treasurer delivered to Reserve Bank. All such orders or instructions shall be in writing given over the signature of the Treasurer or such other officer as may be designated by Treasurer. Such orders or instructions may also be given by means of Teletypewriter Exchange Service (TWX) or other electro-mechanical device provided each such message is authenticated by an appropriate testword. Reserve Bank may at any time request of Treasurer that it be furnished with a certificate certifying that he is the duly elected (or appointed) qualified and acting Treasurer.

7. Reserve Bank shall not be responsible for notifying the Treasurer or Depository of any called or matured securities deposited with it hereunder. However, it may comply with Depository's instructions regarding the presentation of any thereof for payment or exchange for other securities if approved in writing by Treasurer.

8. Reserve Bank is authorized, unless and until it receives written instructions from the Treasurer to the contrary, to clip maturing interest coupons, and to deliver such coupons or the proceeds thereof to the Depository.

9. Reserve Bank does not make any charge against Depository, its member bank, for the services performed by Reserve Bank in connection with the handling and safekeeping of securities except for the transportation, including insurance, charges hereinafter mentioned. If any charges are incurred, such charges shall not be a charge against the Treasurer, but shall be paid by Depository.

10. Reserve Bank shall be responsible only for the safekeeping of all securities delivered to it hereunder and for a strict compliance with instructions given it by the Treasurer as provided in paragraph 6 of this agreement. During custody of securities hereunder, Reserve Bank shall exercise the same diligence in the care thereof with which it cares for its own property of like kind, but it will not be liable for any loss due to any cause other than lack of diligence.

11. Reserve Bank need not maintain any form of insurance on the security placed with it under this agreement. All transportation charges on securities lodged with Reserve Bank pursuant to this agreement, including insurance thereof while in transit, shall be paid by Depository. The provisions of Circular 131, issued by Reserve Bank, entitled "Insurance on Shipments of Securities" and amendments thereto, shall apply in all cases in which it is requested that registered mail insurance be placed under policies of Reserve Bank.

12. The receipt of the Treasurer for any securities withdrawn by him from Reserve Bank, or strict compliance by Reserve Bank with any instructions given to it by him pursuant to paragraph 6 of this agreement respecting any other disposition of such securities, shall constitute a complete release and discharge of Reserve Bank from all liability for or on account of the securities so withdrawn or otherwise disposed of.

13. Any request, notice, instructions, or other action provided for herein shall be deemed to be duly given or taken, and Reserve Bank shall be fully protected in relying and acting thereon, if in writing or as specified in paragraph 6 hereof and given or taken as follows:

(a) If by Depositary, by officers authorized so to do by resolution of its Board of Directors, certified copies of which shall have been furnished to the Treasurer and Reserve Bank, and the signatures or specimen signatures of such officers on file with Reserve Bank, may be recognized by Reserve Bank for all purposes hereunder.

(b) If by Treasurer, by him personally or by such other officer, whose appointment and specimen signature shall have been certified to Reserve Bank by the Treasurer.

14. This agreement shall inure to the benefit of and be binding upon each successor in office of the Treasurer, and each such successor, from the time he assumes office and delivers to the Reserve Bank notice of his election (or appointment) and qualification and a certificate certifying that he is the duly elected (or appointed) qualified and acting Treasurer, shall be deemed to be substituted for the undersigned Treasurer as a party hereto, with all the rights and duties of the Treasurer hereunder.

15. This agreement shall be effective on the date and year first above written and supersedes any existing agreement between the parties hereto for the safekeeping of securities to secure deposits of funds of the State of California and shall remain in force hereafter subject to the right of termination upon any party giving to the other parties written notice of such intention at least thirty (30) days prior to such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate the day and year first above written.

FEDERAL RESERVE BANK OF SAN FRANCISCO

By *R. Babonichella*
Vice President or Assistant Manager

HERT A. REPTIS
TREASURER OF THE STATE OF CALIFORNIA

By *Richard W. ...*
Deputy Treasurer's Signature

Bank of America
NATIONAL INVESTMENT ASSOCIATION

(Name of Depositary)
By *W. C. E. Ehlen*
Authorized Signature
Assistant Vice President

Title

Approved As to Form
[Signature]
SEP 23 1965

EXHIBIT D

Deposit Agreement and Disclosure

This Deposit Agreement and Disclosure is based on the standard form agreement that became effective January 2002 and which has been modified herein as of the Effective Date of the Master Agreement between Bank and the AOC.

Deposit Agreement and Disclosures

Facts about corporate deposit account programs

Welcome to Bank of America,
and thank you for opening an account
with us.

When you open a corporate
deposit account with us, you agree
to the terms and conditions discussed
in this publication. Please read this
publication carefully and keep it for
your records.

Throughout this publication,
the words "you," "your" and "yours"
refer to the account holder or holders.
"We", "us" and "our" refer to Bank
of America, National Association.

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General provisions

General matters

- We may rely on the information that you give us and we enter into our records, until you notify us in writing of a change.
- We may obtain credit reports and make other inquiries about you.
- Transactions that you perform are not effective until we process them.
- We may deduct amounts you owe us, such as fees and overdrafts, from your account. If you don't have enough funds in your account to satisfy your obligation to us, we may deduct amounts you owe us from your other accounts with us and with our affiliates.
- We may accept a check or other item for deposit to your account from anyone. We aren't required to question the authority of the person making the deposit.
- We may refuse to honor a request to withdraw funds in cash from your account if we believe that the amount is unreasonably large and that honoring the request would cause us an undue hardship or security risk.
- If another person or entity makes a claim against funds in your account, or if we believe that a conflict exists between signers on the account or that there is a dispute over matters such as the ownership of the account or the authority to withdraw funds, we may take one or more of these actions without our being liable to you: continue to rely on current signature cards and other account documents; honor the competing claim upon receipt of evidence we deem satisfactory to justify such claim; freeze all or part of the funds until the dispute is resolved to our satisfaction; close the account and send a check for the balance in the account, payable to you or to you and each claimant; or pay the funds in to an appropriate court for resolution. We may charge your account for expenses and fees, including attorneys' fees, we incur.
- If you deposit a demand draft (an unsigned draft) into your account, you warrant and guarantee that such draft is authorized by the person identified as drawer according to the terms on its face.

Changes to address

You must notify us if you change your address. If we receive notice from the United States Post Office or one of its agents that your address has changed, we may change your address on our records to the address specified by the Post Office, and we may send statements and other notices regarding your accounts to that new address.

Changes to agreement

We may change this Agreement at any time after 90 days' prior written notice. For example, we may add, delete or modify terms. These terms include fees and charges for our services. If you maintain your checking, money market, or savings account, or permit your time deposit to renew after the effective date of a change, you indicate your agreement to the change.

Closing an account

You or we may generally close your checking, money market or savings account at any time without advance notice. We may, however, require you to give us advance notice when you intend to

close your account by withdrawing all your funds from a money market or savings account. You or we may close your time deposit account at maturity without advance notice. (See "Notice of withdrawal" in this Agreement.)

Charging an account

We may deduct fees and other amounts you owe us under this Agreement from your accounts with us or our affiliates at any time without prior notice of any deduction, except that this provision does not apply to any consumer credit covered by the Federal Truth in Lending law. If there are not enough funds in your account to cover the fees and other amounts you owe us, we may overdraw your account. You agree to pay us immediately all amounts you owe us.

Fees

The list of charges for deposit services are listed in Exhibit H to the Master Agreement.

We may charge a Federal Deposit Insurance Corporation ("FDIC") assessment based on the rate the FDIC charges us. The FDIC assessment may include deposit insurance charges, financing corporation (FICO) bond interest and other charges provided by law. We assess this charge either monthly or in some cases quarterly and base it upon your balance on the last day of the month or quarter, even though this balance may exceed the maximum amount insured by the FDIC. This charge is variable. We may change it without advance notice. When we change the FDIC assessment, the new charge is shown on your statement.

Notices

We inform you of any changes to this Agreement affecting your rights and obligations by mailing a notice to you at the address we currently show for your statement. We may include a notice with or on your statement. We generally mail or deliver the notice before the effective date of the change.

If we receive notices at a banking center for you, and you don't call for them within 30 days, we may either mail them to you or destroy them. If notices we mail to you are returned, we may destroy them. If a notice is returned to us, the change or amendment contained in the notice is still effective.

Protecting your account

Your role is extremely important in the prevention of wrongful use of your checks or account. You must promptly examine your statement upon receipt. If you find that your records and ours disagree, or if you suspect that a check, endorsement or other withdrawal order is altered or forged, call us immediately at the telephone number on your account statement.

Cellular or cordless phones. To help safeguard against potential unauthorized use of your account, you should not use cellular or cordless telephones to conduct your transactions with us. Confidential account information can be intercepted over the airwaves without your knowledge or authorization.

Protecting your checks. To safeguard against potential misuse of your account, never leave unused checks or check stock out in the open or in an easily accessible location. Checks can be stolen and misused, so it's important for you to keep them locked in a safe place. When discarding checks, ensure that they are properly destroyed by shredding or other means so they cannot be copied or used. If unused checks disappear, either individually or several at a time, call us immediately at the telephone number on your account statement. We may recommend that you close your current account and open

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a new one. If we recommend you close your account and you don't do so, we aren't liable to you for subsequent losses on the account.

You must notify any third parties that need to know your new account number. By taking prompt action, you help us protect your account.

We may deny a claim or monetary loss due to forged, altered or unauthorized checks if you don't guard against improper access to your checks.

Check processing. We receive checks in great volume and process them for payment by automated means. We don't individually examine most checks. It is critical for you to take care of your checks, promptly review your statement, and immediately report any fraudulent activity to us.

Preventing fraud. Internal fraud can be a serious problem for businesses. To help you prevent embezzlement and protect your business assets, the following are some of the preventive measures you should consider. The suggestions are by no means a complete list of the preventive measures you may take; other or additional actions may be appropriate for your particular circumstances.

- Assign responsibilities for opening mail, reconciling bank statements and issuing checks to different individuals.
- Reconcile bank statements as you receive them.
- Watch for out-of-sequence checks and checks made payable to cash.
- Review your transaction activity for unexpected fluctuations.

Checking, money market deposit and savings accounts

We offer a variety of business checking, money market deposit and savings accounts.

Our non-interest bearing checking accounts are for businesses, including non-profit organizations and sole proprietorships, that qualify for our deposit services and have unlimited activity.

Our interest-bearing checking accounts are for non-profit organizations, sole proprietorships, and government entities that qualify for our deposit services and have unlimited activity.

Our money market savings accounts are for businesses, including non-profit organizations and sole proprietorships, that qualify for our deposit services and have limited transactions.

Our Business Savings Account is available to all businesses except sole proprietorships and non-profit organizations. This account is available only at our California banking centers.

Eligibility for interest checking

Checking accounts other than interest-bearing checking accounts do not earn interest. Under federal regulations, eligibility for interest checking accounts is generally restricted to individuals, certain nonprofit organizations, state or local governmental entities, and legal entities where the entire beneficial interest in the funds is held by one or more individuals. We may close or convert an account to a non-interest-bearing account if we believe that the account holder is not eligible to hold an interest-bearing checking account.

Account conversions

We may either close or convert your account to another type of account when we consider it appropriate or necessary to do so. As examples, we may close, revoke privileges, or convert your account to another account type if you make frequent transactions on a money market savings or Business Savings account, if your account frequently

has debits against uncollected funds, or if your account has excessive deposit activity. If we convert your account, we send you information about your new account.

Transaction limits for money market and business savings accounts

For all business money market and savings accounts, you may make an unlimited number of withdrawals from your account and transfers to your other Bank of America deposit accounts each statement period at one of our banking centers or by mail.

Federal regulation limits you to six transactions each monthly statement cycle (each month for a quarterly statement cycle) from among the following:

- Preauthorized transfers from your account.
- Telephone transfers from your account. Telephone transfers include instructions sent to us by facsimile or data transmission.
- If checks are allowed on your account, no more than three checks.

Our practice is to monitor the number of limited transactions. If you are counting the number of transactions you make each statement period, you should know that we count an item on the date we post it to your account. This date may be different than the date you authorize, transfer or write the item, which means the item may not be counted until a later statement period.

If you frequently exceed the transaction limits, we may revoke your privileges on that account or we may convert your account to another type of account. We send you notice before we convert your account with information about your new account. Your funds may no longer earn interest after we convert your account.

For some accounts we may charge you a fee for each transaction that exceeds the limits described above.

Interest on your funds

If you have an interest-bearing checking, money market deposit or savings account, your funds earn a variable rate of interest. Your interest rate and annual percentage yield may change. At our discretion, we may change your interest rate and annual percentage yield daily. We compound and credit interest monthly.

We use the daily-balance method to calculate the interest on your account. The daily rate is 1/365- or in a leap year we may use 1/366 - of the interest rate. For most interest-bearing accounts, this method applies a daily rate to the collected balance in the account each day. For interest bearing checking accounts, we may deduct from the collected balance an amount that we determine applies for reserves applicable generally to transaction accounts under the rules of the Federal Reserve. For Business Savings Accounts available in our California banking centers, this method applies a daily rate each day to the principal in the account and to any interest you have earned that has not been credited to your account. To obtain current rates, call us at the telephone number on your statement or ask your account representative.

The rate we pay on some accounts depends on the tier into which the end-of-day balance in your account falls. A tier is a range of account balances. We may change the tiers that apply to an account at any time without notice. Different tiers may apply to different types of accounts. Different rates may apply to different tiers.

When you make a deposit, interest begins to accrue no later than the business day on which we receive credit for non-cash items, such as checks.

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Statements

Our statements are in English. If you have difficulty reading English, please call at us the telephone number on your statement.

We provide you with a statement when there is activity on your checking or savings account. When there is no activity on your account, we may choose not to provide a statement. You must promptly review your statement and any accompanying items and notify us immediately of any dispute, error or other problem.

We mail your statement to you at the address we have in our records for your account unless we have agreed to provide statements electronically. You agree to notify us if you change your address. If your statement is sent or returned to a banking center, we may mail it to you or destroy it and any accompanying items. If one or more statements are returned, we may stop sending statements until a new address is provided to us.

We may destroy statements that are sent to you and returned to us as being undeliverable. We are not responsible for checks or statements lost while not in our possession. Statements that are received at a banking center are deemed to be delivered to you at the time that they are received at the banking center.

We provide a single statement. You may generally obtain an additional copy of your statement, or an interim "snapshot" statement, for a fee.

For all checking accounts and money market deposit accounts, we provide you with a monthly statement. Statement periods generally vary from 28 to 33 days and may end on different days during the month. If you want to know the date your statement period ends, call us at the telephone number on your statement, or ask your account representative.

For analyzed business checking and savings accounts, we provide an additional monthly account analysis statement. This statement includes balance and float information, an itemization of services used during the period, fees and charges for these services and the earnings allowance, if any. We give you a brochure that describes this statement and the method for computing your charges and fees.

For Business Savings accounts, we provide you with a quarterly statement. If you perform any of the following transactions during any month, you will instead receive a monthly statement:

- Preauthorized transfers from your account
- Telephone transfers from your account

Additional provisions and related services

This section contains additional provisions that apply to your corporate deposit account and describes other services we offer for use with your account.

Account reconciliation service

This service helps you reconcile and manage the credit and debit activity in your demand deposit account with us. Detailed information regarding this service is available in the Account Reconciliation user documentation. Your use of this service does not affect any of your obligations, which are described in this Agreement, to discover and report unauthorized signatures, alterations or endorsements on checks drawn on your account. Your use of this service or our receipt of information associated with this service does not increase our duty with respect to your account and the payment of checks.

To request this service, call your account representative.

Check cashing

If a payee of a check you have written wants to cash the check in one of our banking centers, we may require identification satisfactory to us. If the payee does not have a deposit relationship with us, we may also require a fingerprint before we cash the check, and we may charge the payee a fee for cashing the check. From time to time, we may also impose other requirements that we consider appropriate. For example, we may refuse to cash the check at any banking center other than the address displayed on your check. If the payee fails or refuses to satisfy our requirements, we may refuse to cash the check. We have no liability to you for refusing to cash the check or charging a check cashing fee.

Check legends

Some customers order checks printed with legends or notations, such as "not valid after 60 days" or "not valid over \$1,000" or add notations on checks such as "paid in full." We may disregard these legends or notations. We aren't responsible for any losses, claims, damages or expenses that result from our doing so.

Check processing

We may accept, pay, or charge checks and other items to your account in any order we choose, at our discretion. We may establish different priorities or categories for checks and other items and process checks and other items according to the priorities we establish. As examples, we may process checks in the order we receive them at the processing center, in check number order or in dollar amount order (either from highest to lowest dollar amount or from lowest to highest dollar amount). We may use different methods in different states. We may also use some combination of these methods. We may change the order that we use to process checks and other items at any time without notice to you.

In many states, we use the dollar amount order and process checks starting with the highest dollar amount first. When you do not have enough available funds in your account to cover all the items presented that day, this method may allow some of your more important items to be paid; however, it may also result in more insufficient funds fees than other methods. We may choose our processing method at our sole discretion, regardless of whether additional fees may result.

Check storage service

Check truncation. With this service, you do not receive your canceled checks. Instead, we store copies of canceled checks (usually on microfilm or digital image) and destroy the checks. Copies of the checks are generally available for seven years from the date the checks are paid.

To request this service, call your account representative.

If you usually receive your checks with your statement but we are unable to return them because of circumstances beyond our reasonable control, we may convert your account to the check truncation service for the period that the circumstances persist. (See "Circumstances beyond our control" in this Agreement.)

Requesting copies. You may request a copy of a canceled check online via your information reporting system, by calling us at the telephone number on your statement or by asking your account representative. Generally, we mail or make a copy available within seven business days. If we need more time, we will tell you. We may charge you a fee for check copies. For some accounts you receive a monthly allowance. The fees are described in Exhibit H.

To produce a copy, we need the following:

- Your account number

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- The check number
- The exact amount of the check
- The date the check was paid

This information is on your statement.

Unavailable copies. If we cannot provide a check copy and you lose money as a result, we may cover the loss up to the amount of the check. We are not liable to you for any special or consequential loss or damage of any kind.

Circumstances beyond our control

We are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, processing a transaction or crediting a funds transfer or other transaction to your account; provided, however, that we shall take reasonable steps to maintain an effective business continuity program and to protect against and mitigate any such circumstances.

Circumstances beyond our reasonable control include: a natural disaster, such as an earthquake or a flood; emergency conditions, such as a war, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment; the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault.

Collection items

We may accept certain items – such as securities and checks payable in foreign currencies or at foreign locations – on a collection basis only. We route and process these items separately. We normally credit your account for these items only after we receive payment for them; but if we do credit your account and then don't receive payment, we may debit your account. We may charge fees for processing collection items. The fees apply even if the collection item is returned unpaid. The fees are described in Exhibit H.

The financial institution on which the item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, we may pay the fee and charge you. Otherwise, the other financial institution may subtract its fee from the amount of the payment we receive. These fees apply even if the item is returned to us unpaid.

When another financial institution submits an item drawn on your account to us on a collection basis, we charge the other financial institution a fee.

When you don't have enough funds in your deposit account for us to process a collection item drawn on your account, we may charge you an insufficient funds fee, as listed in Exhibit H. (See "Overdrafts and Insufficient Funds" in this Agreement.)

Customer-encoded deposits

You may want to encode the dollar amount of checks on the MICR line of items you deposit with us. We permit this under certain circumstances, and we provide you with instructions for preparing and encoding your deposits.

You must be able to provide us with replacements or copies of the original checks if the deposit is lost or destroyed. We're not liable to you if you're not able to do so.

If our equipment is unable to read what we consider to be a significant number of your encoded items, we may impose additional

charges, as described in the list of charges we give you.

If you make an encoding mistake that results in costs or losses to us, you agree to reimburse us for the costs or losses, including reasonable attorneys' fees we may incur.

Death or incompetence

You agree to notify us promptly if any owner or authorized signer on your account dies or is declared incompetent by a court. We may place a hold on your account and refuse to accept deposits when an owner dies or is declared incompetent. We may retain any funds in your account until we know the identity of the successor.

Deposit error correction

When we receive your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct, even if you did not prepare the deposit slip. If we later determine that the amount declared on the deposit slip is incorrect, we may adjust (debit or credit) your account. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we may not adjust your account unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. That is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you.

Disclosing information

For our current privacy practices, please see the information on our Web site at www.bankofamerica.com.

We may disclose information about your accounts to credit reporting agencies and to other persons or agencies who, in our judgment, have a legitimate purpose for obtaining information.

From time to time, subject to any applicable financial privacy laws or other laws or regulations, we may provide information on you and your accounts:

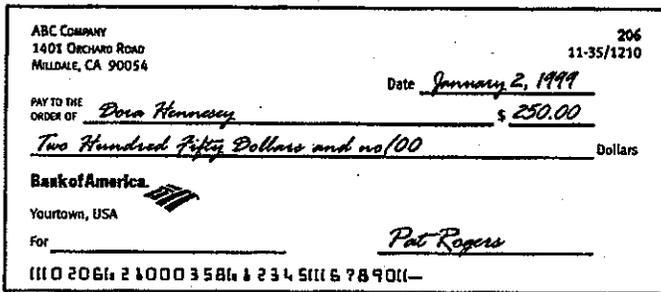
- To account information services
- To anyone who we reasonably believe is conducting a legitimate credit inquiry, including inquiries to verify the existence or condition of an account for a third party such as a lender, merchant or credit bureau
- In response to any subpoena, summons, court or administrative order, or other legal process which we believe requires our compliance
- In connection with collection of indebtedness or to report losses incurred by us
- In compliance with any agreement between us and a professional, regulatory or disciplinary body
- In connection with potential sales of businesses
- To carefully selected service providers who help us meet your needs by assisting us in providing or offering our products or services
- If you give us your permission
- At our discretion to our affiliates

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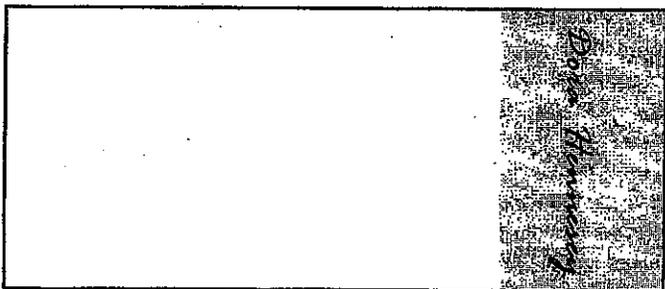
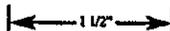
- When it is necessary for completing transfers or transactions Notwithstanding any provision of this Exhibit D, Bank shall protect Confidential Information as provided in the Master Agreement.

Endorsing checks

We may endorse checks for you that we receive for deposit. We may cash or deposit all checks payable to any authorized signer on your account when endorsed by any other authorized signer. We restrict both how you endorse checks that you ask us to cash or deposit and what you may place or have preprinted on the back of checks. You must endorse checks in the area that is 1 1/2 inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. If your endorsement obscures our bank's endorsement, you're liable for checks that are returned late and unpaid.



- Endorse here.
- On your checks, place or preprint information here.



You must also confine information that you place or have preprinted on the back of your checks to the area described above. You may not place or imprint any endorsements of any kind outside the area described above. If any information or endorsement you place or print obscures our bank's endorsement, you're liable for checks that are returned late and unpaid.

Examining statements and reporting problems

This section applies to any problem or unauthorized transaction on your account, except electronic transactions that are subject to Regulation E.

You agree to promptly and carefully review your statement and any accompanying items. You must report problems or unauthorized transactions to us immediately, by calling the telephone number on your statement. Problems or unauthorized transactions include:

suspected fraud; missing deposits; unauthorized electronic transfers; missing, stolen, or unauthorized checks or other withdrawal orders; checks or other withdrawal orders bearing an unauthorized signature, endorsement or alteration; and counterfeit checks. You agree that 60 days after we send a statement (or otherwise make it available) is the maximum reasonable amount of time for you to review your statement and report any problem or unauthorized transaction related to a matter shown on the statement. If you do not notify us in writing of suspected problems or unauthorized transactions within 60 days after we send your statement, or otherwise make it available, you agree that you cannot make a claim against us relating to the unreported problems or unauthorized transactions. In addition, if you fail to report an unauthorized transaction on your account within 30 days (or such lesser period as is specified in the state law applicable to your account) following the closing date of the statement containing information about the first unauthorized transaction, we are not liable to you for subsequent unauthorized transactions on your account by the same person.

When you report missing, stolen, or unauthorized checks, we may recommend that you close your current account and open a new one. If we recommend you close your account and you do not do so, we are not liable to you for subsequent losses on the account due to forgery or other fraud. When you open a new account, you must notify any third parties that need to know your new account number.

If you report to us that a forgery, alteration or other unauthorized transaction has occurred on your account, you agree to cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You agree to provide us with an affidavit containing the information we require concerning the transaction. You also agree to assist us in identifying and prosecuting the suspected wrongdoer(s).

You agree that we have a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss and that we have no obligation to provisionally credit your account. Our maximum liability is the lesser of your actual damages proved or the amount of the missing deposit or the forgery, alteration or other unauthorized withdrawal, reduced in all cases by the amount of the loss that could have been avoided by your use of ordinary care. We are not liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorneys' fees incurred by you. We are not liable to you for any items that are forged or altered in such a way that we cannot reasonably detect the forgery or alteration.

You may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account unless you have given us the notice described above, and the action is commenced within one year after the date the statement containing the unauthorized transaction was sent or otherwise made available to you.

You agree to immediately give us notice of any claim you may have against us. You agree to pursue all rights you may have under any insurance coverage you maintain before pursuing such claim against us in connection with any transaction involving your accounts or your checks or other withdrawal orders. You also agree to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

Facsimile signature

Many businesses use a facsimile signature as a convenient method for signing checks, documents and other items. If you choose

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to use a facsimile signature, you must provide us with a specimen facsimile signature of each person authorized to do so: You're responsible for any withdrawal from your account that bears or appears to us to bear your facsimile signature, regardless of by whom or by what means the signature was placed on the check. If you choose to use a facsimile signature, you're responsible, even if you have not presented us with a specimen facsimile signature, or if the size, color or style of the check, or the size, color or style of the facsimile signature is different from that of the check or facsimile signature you use. We may pay the withdrawal and charge your account for it. You agree to compensate us for all losses, claims, damages or expenses, including reasonable attorneys' fees, that result from our payment of a withdrawal bearing a facsimile that resembles your facsimile signature.

Fingerprinting

See "Check cashing" in this Agreement.

Funds transfer services

A funds transfer is the process of carrying out a payment order that leads to paying a beneficiary. The payment order is the set of instructions you give or we receive regarding a funds transfer. The beneficiary is the person who receives the payment.

The following provisions apply to funds transfers you send or receive through us. If you have a specific agreement with us for these services, these provisions supplement but don't contradict that agreement. The terms "funds transfer", "payment order" and "beneficiary" are used here as they are defined in Article 4A of the Uniform Commercial Code – Funds Transfers, as adopted by the state whose law applies to the account for which the funds transfer service is provided.

We may charge fees for sending or receiving a funds transfer. These fees are described in Exhibit H.

Fedwire. Fedwire is the electronic funds transfer system of the U.S. Federal Reserve Banks. When you send a payment order or receive a funds transfer, we or other banks involved in the funds transfer may use Fedwire. If any part of a funds transfer is carried out by Fedwire, your rights and obligations are governed by Regulation J of the U.S. Federal Reserve Board.

Sending funds transfers. You may subscribe to certain services we offer or you may give us other instructions to pay money or have another bank pay money to a beneficiary.

This "Sending funds transfers" section applies to wire transfers and transfers we make between Bank of America accounts. It does not apply to Automated Clearing House ("ACH") system funds transfer services. You may give us payment orders for ACH system funds transfers only if you have a separate agreement with us for these services.

Cutoff times for payment orders. We have cutoff times for processing payment orders. Cutoff times vary depending on the particular office of our bank and the type of payment order. We may treat payment orders we receive after a cutoff time as if received the next banking day. We tell you our cutoff times upon request.

Amending or canceling payment orders. You have no right to amend or cancel a payment order after we receive it. If you ask us to do this, we may make a reasonable effort to act on your request; but we aren't liable to you if, for any reason, a payment order isn't amended or canceled. You agree to reimburse us for any costs, losses or damages that we incur in connection with your request to amend or cancel a payment order.

Identifying beneficiaries and banks. The beneficiary's bank may make payment to the beneficiary based solely on the account or other identifying number, even if the name on the payment order

differs from the name on the account. We or an intermediary bank may send a payment order to an intermediary bank or beneficiary's bank based solely on the bank identifying number, even if the payment order indicates a different bank name.

Sending payment orders. We may select any intermediary bank, funds transfer system or means of transmittal to send your payment orders. Our selection may differ from that indicated in your instructions.

Notice of rejection. We may reject payment orders. We notify you of any rejection orally, electronically or in writing. We typically send written notices by mail by the end of the next banking day. We aren't liable to you for the rejection or obligated to pay you interest for the period before you receive the notice of rejection.

Errors or questions about your payment orders. We notify you about funds transfers by listing them on your account statement. In some cases, we also may notify you electronically, in writing or by a report produced through one of our information reporting services.

You must notify us at once if you think a funds transfer shown on your statement or notice is incorrect. You must send us written notice, including a statement of relevant facts, no later than 14 days after the date you receive the first notice or statement on which the problem or error appears.

If you fail to notify us within this 14-day period, we aren't liable for any loss of interest because of an unauthorized or erroneous debit, or because your statement or notice is incorrect. We aren't required to compensate you, and we aren't required to credit or adjust your account for any loss of interest or interest equivalent.

Compensation. If we are obligated to pay for loss of interest that results from our error or delay regarding your payment order, we calculate compensation as follows:

- For an analyzed checking account, we credit the account to reflect the applicable value date or otherwise adjust the account under our account analysis procedure, to recalculate earnings credits for the period involved.
- For a non-analyzed, non-interest-bearing account, we use a rate equal to the average of the Federal Funds rates set by the Federal Reserve Bank of New York, less a reserve factor.
- For an interest-bearing account, we use the rate(s) applicable to the account.

If we have a separate agreement with you specifying a different calculation method, we use that method instead.

Receiving funds transfers. We may receive instructions to pay funds to your account. We may receive funds transfers directly from the sender, through a funds transfer system such as an ACH system, or through some other communications system. This includes wire transfers, ACH transfers (including those processed directly to an account with us) and transfers between Bank of America accounts.

ACH provisional payment rule. Under National Automated Clearing House Association ("NACHA") Rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You agree to these rules.

If the funds transfer is revoked before final settlement and we don't receive final settlement, we may charge your account for any amount credited. The person who sent the payment order is considered not to have paid you. If this happens, we don't send a separate notice; we notify you of these credits and charges on your account statement.

Notice of funds transfer. We notify you that we've received funds transfers by listing them on your account statement. We send statements by mail. If you use one of our information reporting services,

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you may receive notice through that service.

Generally, we don't send you a separate notice of funds transfers. For wire transfers, however, we may send a separate notice. We aren't obligated to send this notice by the banking day after we receive the wire transfer. If we send the wire transfer notice, we do so within two banking days after the day we credit the wire transfer to your account.

If you're expecting a funds transfer and want to find out if it has been credited to your account, call us at the telephone number on your statement or ask your account representative.

We're not obligated to pay you interest for the period before you receive notice.

Posting your customers' payments. We credit to your account any electronic payments (such as bill payments) that we receive from your customers. If you do not apply a payment to an account of your customer, you must promptly return the payment to us.

Funds availability: When funds are available for withdrawal

Your ability to withdraw funds. Our policy is to make funds from electronic direct deposits and incoming wire transfers available to you on the day we receive the deposit. Our general policy is to make funds from check deposits available to you no later than the first business day after the day we receive your deposit, when the check is drawn on a financial institution within the same local Federal Reserve district. Check deposits drawn on financial institutions in other districts may be made available on subsequent days. Once they are available, you can withdraw the funds in cash; and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit at a banking center before 2:00 p.m. local time, or such later time as may be posted at that banking center, on a business day that we are open, we consider that day to be the day of your deposit. However, if you make a deposit in a banking center after such time, or on a day when we are not open, we consider that the deposit was made on the next business day we are open. Other deadlines may apply for deposits made through night depositories and Automated Banking Centers.

Government, official and other special types of checks.

If you make a deposit in person to one of our employees, and meet the other conditions noted below, our policy is to make funds from the following types of deposits available no later than the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you
- State and local government checks that are payable to you and are deposited to an account in the same Federal Reserve District that issued the check
- Cashier's, certified and teller's checks that are payable to you

Other delays may apply. There are other situations which may affect funds availability. Depending on the type of check that you deposit, we may place a hold on certain checks and not make funds available until the fifth business day after the day of your deposit. In such a case, we generally notify you at the time you make your deposit. We also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we mail you the notice by the next business day after we receive your deposit.

If you need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, we may delay the availability of funds you deposit by check for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

Special rules for new accounts. If you are a new customer, the following special rules may apply during the first 30 days after the account is open.

Funds from electronic direct deposits to your account are available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks are available no later than the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you and deposited in person to one of our employees. The excess over \$5,000 is available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits are generally available by the ninth business day after the day of your deposit. However, we may place longer holds on certain items for other reasons, such as large deposits. (See "Other delays may apply" in this section.)

Holds on other funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. In either case, we make these funds available in accordance with our policy described above for the type of check that was cashed or deposited.

Information reporting services

With these services, we make certain account, transaction and related information available to help you control and manage your account. This may include information generated from our other services. Detailed information regarding our Information Reporting Services is available in the applicable user documentation.

To request this service, call your account representative.

Accounts of other companies. You may elect to have accounts of another company/organization reported to you with this service. If the company/organization is not a subsidiary, you agree that, for each such account, the company/organization will provide us with its written authorization, in a form acceptable to us, for us to make that company's/organization's account information available to you. However, you do not need to provide us with such written authorization if: (1) the other company's/organization's accounts are located in the U.S. and (2) you represent and warrant that the other

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company/organization is a U.S. subsidiary and that it has authorized us to make its account information available to you. "Subsidiary" means any entity in which more than 50% of the ownership interest is owned directly or indirectly by you.

Accounts at other banks. You may also elect to have your account, or accounts of another company/organization, maintained at another financial institution reported through certain of our Information Reporting Services. If you do so, you agree that you and the other company/organization will authorize that other financial institution to make the reporting information available to us and to take all other actions necessary for us to provide Information Reporting Services to you.

Confidential information. With this service, we provide you with user identification codes, passwords and the applicable user documentation. This information is confidential. You must safeguard the information and adopt security controls to prevent disclosure of the passwords and codes and unauthorized use of the user documentation. You may not make any copies of the user documentation without our prior consent. Notify us promptly by telephone, confirmed in writing, if any information is lost or its confidentiality is compromised.

Legal process

We may accept and act on any legal process that we believe to be valid without any liability by us to you, whether served in person, by mail, by facsimile transmission, at locations other than the banking center or office at which the account, property or records are held or in one state for property or records held in another state. "Legal process" includes a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order relating to your account.

Our cutoff time for receipt of a restraining order, writ of attachment or execution, levy, garnishment or similar order relating to your account is 10:00 a.m. local time each banking day. The cutoff time relates to our obligation to pay or return checks and other items. If we receive an order before this cutoff time, we may review checks and other items presented for payment against your account on the previous banking day to determine whether we need to return any of them to comply with the order. If we receive the order after the cutoff time, we may not review checks and other items presented on the previous banking day.

For example, if we receive a levy before the cutoff time and you do not have enough funds in your account to cover the levy, we may return checks or other items presented against your account the previous banking day and apply the funds to the levy.

If an order directs us to turn over funds or other property, then, depending on the type of order, we either immediately deliver the funds or property or hold them for a legally permitted period – usually no longer than 21 days. We do not pay interest on the funds during the period we hold them. If we use funds from a time deposit account, we may impose an early withdrawal penalty. (See "Early withdrawals" in the applicable "Time deposit account" section of this Agreement.)

We may charge your account a legal process fee for each order. You agree to pay our fees and expenses for research and copying of documents and all other expenses, including administrative expenses, we incur in responding to any legal process related to your account. These may include attorneys' fees. We may deduct these fees and expenses from any of your accounts without prior notice to you. Any garnishment, attachment or other levy against your account is subject to our right of setoff and any security interest we have in the account.

We are not liable to you for not paying items because we have

withdrawn funds from your account or in any way restricted your access to funds because of a legal process.

Lost checks

When we cash a check for you or accept a check for deposit to your account, we're acting as your agent in collecting the check. We're not responsible if the check is lost or delayed in the collection process. If a check we cashed for you is lost during the collection process, we may charge your account for the amount of the check. If a check we accepted from you for deposit is lost during the collection process, we may deduct from your account the credit we gave you for the check.

A lost check may not be returned to us for some time. Despite any delay, we may charge your account when we receive the check. If a check you wrote or deposited or we cashed for you is lost, but we receive a photocopy of the check or a debit slip representing the check, we may charge your account for the amount of the check.

Monitoring and recording telephone calls

We may record or monitor telephone calls between you and us. We need not remind you of our recording or monitoring before each call unless required to do so by law.

Notice of withdrawal

We may require all savings and money market account depositors to give us seven days prior written notice before a withdrawal. It's unlikely, however, that we would require this notice.

Overdrafts and insufficient funds

When you do not have enough available funds in your account to cover a check or other debit, we consider the check or debit an insufficient funds item. Whether we return or pay the item depends on a number of factors, including the amount of the item and the past activity in your account. In either case, we charge you insufficient funds fee(s). The insufficient funds fee(s) that apply to your account are described in Exhibit H.

Funds in your account are not available if we determine that they are subject to a hold, dispute or legal process that prevents their withdrawal.

We may without notice to you either return any insufficient funds item unpaid or pay it and overdraw your account. If we overdraw your account to pay an item, you agree to immediately repay us. You also agree to pay all collection costs and reasonable attorneys' fees. If we pay items by overdrawing your account on one or more occasions, we are not obligated to continue paying any future insufficient funds items. We may stop paying your insufficient funds items without notifying you.

When you do not have enough available funds to pay all items on a given day, we may pay one or more items, and return other items, in any order we deem appropriate. We may change our processing order at any time without notice to you. Some processing orders may result in more insufficient funds fees than others.

For some business accounts, if your account is overdrawn, we may also charge you interest on the overdraft amount up to the highest rate permitted by law.

Paying checks and other items

We may debit your account for a check or other item drawn on your account either on the day it is presented to us for payment, by electronic or other means, or on the day we receive notice that the check or item has been deposited or cashed at another financial institution – whichever is earlier. If you have insufficient funds to

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cover the check or item, we decide whether to return it or to pay it and overdraw your account. (See "Overdrafts and insufficient funds" in this Agreement.)

We may determine your balance and make our decision on an insufficient funds item at any time between our receipt of the check, item or notice and the time we must return the item. We're required to determine your account balance only once during this time period.

When you deposit checks or other items that are drawn on another account with us, we may treat such items as presented to us for payment on the banking day that they are received by our office that processes checks drawn on the other account.

Postdating orders

If you write and postdate a check – that is, date the check for presentment on a future date – we may pay it and charge it to your account, even if it's presented for payment before its date. You may ask us not to pay a postdated check before its date if the check hasn't already been paid. To do so, you must give us a postdating order. You may request an order in person, by mail or by telephone. If you give us oral instructions, we may require you to confirm them in writing.

For a postdating order, we need the following:

- Your name
- Your telephone number
- Your account number
- The check number
- For two or more checks with consecutive numbers, the beginning and ending numbers
- The exact amount of the check, if known

We may also need the date of the check and the name of the party to whom the check was made payable.

If you give us the amount of the check, we need the exact amount in dollars and cents. If you give us the wrong amount, we may pay the check.

A postdating order takes effect after we verify that the check is unpaid. We examine our records for your account for only the last 90 days.

You may choose to have the postdating order last for specified periods, up to 36 months. We charge a stop payment order fee, based on the length of time you select, to place a postdating order on a check. Fees for the various stop payment durations are described in Exhibit H.

You may cancel the order at any time in person, by mail, or by telephone. If you give us oral instructions, we may require you to confirm them in writing. We cancel the order automatically when the account on which the check is drawn is closed.

If a check that is subject to a postdating order is presented to us for payment while the postdating order is in effect, we may return the check with the designation "payment stopped." (See "Stop Payment Orders" in this Agreement.)

Purchasing your checks

When you write checks on your checking or money market account, you should use checks that we provide. We offer checks in a number of styles and at various prices. We may subtract from your account any fees for checks you purchase from us.

If you create or someone else provides your checks, the checks must meet our check printing specifications, including specifications regarding the banking center information. If you use checks that

don't meet our specifications, we may refuse to accept them. You're liable for any costs or losses that may result from the use of nonstandard checks – for example, if our equipment is unable to read or process them. You may obtain a copy of our check printing specifications by calling the telephone number on your statement or by asking your account representative.

Reclear service

With this service, if a check you deposit or we cash is returned to us unpaid for certain reasons, we submit the check for payment a second time to the financial institution on which it's drawn. This is known as reclearing the check. We reclear checks that are returned to us for the following reasons: "refer to maker," "nonsufficient funds" and "uncollected funds." Generally, we don't notify you that an item has been returned unpaid before we reclear it.

If a recleared check is returned to us unpaid again, we charge your account for the amount of the check. We generally total these checks each day, debit your account for the total amount and send the checks to you. The checks serve as a notice of nonpayment.

We charge a fee for each recleared check. This fee is described in Exhibit H.

To request this service, call us at the telephone number on your statement or ask your account representative.

For more information, see "Returned items" in this Agreement.

Registration of Checks or Warrants

California Government Code 53911 also allows local agency checks to be converted to interest-bearing warrants, known as "registered warrants." Registered warrants are meant to be paid on a future date set by the public agency. Payment includes the face amount of the check, with interest. If check stock is used to issue registered warrants, the MICR line on the bottom of the check must be cut off and a stop payment placed on the item, so that it will not be processed like a check.

Returned items

If a check or other item you deposit or we cash is returned to us for any reason, at any time, we charge your account for the amount of the item and for any interest you may have earned on the item, unless we are reclearing your items. (For more information, see "Reclear service" in this Agreement.)

For each returned item drawn in a foreign currency, we charge your account the U.S. dollar equivalent of the item. We calculate the U.S. dollar equivalent by using our applicable exchange rate that's in effect when we process the returned item.

We generally total the amount of returned items each day, debit your account for this amount and send any returned checks to you. The checks serve as a notice of nonpayment.

If we receive advance notice from another financial institution that it is returning to us unpaid a check of \$2,500 or more, we will notify you by mail or in some instances by telephone. We don't notify you in advance about returned checks of less than \$2,500.

We charge you a fee for each returned item. We may charge you a higher fee for each returned item that is drawn on a banking center of a bank located outside the United States. These fees are described in Exhibit H.

Right of setoff

We may exercise the right of setoff – that is, the right, under certain circumstances, to use funds in your account to pay any debts you owe us, either before or after any default. We may recover funds you owe us from any of your accounts with us or our affiliates. If

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your business is a sole proprietorship, we may also charge any of your personal deposit accounts. If your business is a partnership, we may also charge the personal deposit accounts of any general partner. For accounts with more than one owner, we may treat any name on the account as the sole owner and agent of that account and we may exercise this right to pay individual debts of any owner. If we use funds from a time deposit account, the funds withdrawn are subject to the early withdrawal penalty. (See "Early Withdrawals," in the applicable "Time Deposit Account" section of this Agreement.) After we exercise this right, we mail a notice to the address you gave us for your account.

Signature requirements

We may transfer funds between your accounts, transfer your account to another banking center, and take other action on the oral or written instructions of any signer. We may require written authorization for some actions.

We may require the signatures of all signers, if we are aware that there are conflicts among you.

We do not offer accounts on which two or more signatures are required for a withdrawal. If you indicate on your signature card or other account opening documents that more than one signature is required for a withdrawal, this indication is for your own internal procedures and is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed by any one of the persons authorized to sign on the account. We have no liability to you if we do this.

Stale-dated checks

If a stale-dated check – that is, a check dated more than six months in the past – is presented for payment against your account, we may pay the check and charge it to your account. If you don't want us to pay a stale-dated check, you must place a stop payment order on it. (See "Stop payment orders" in this Agreement.)

Stop payment orders

You may ask us to stop payment on individual checks, or on two or more checks with consecutive numbers, if the item or items haven't already been paid. If you give us oral instructions, we may require you to confirm them in writing.

We charge a fee for a stop payment order based on the length of time you select and regardless of the reason for the stop payment. This means that if you report a check as lost or stolen, we may charge a fee for the stop payment we place on the check. Fees for the various stop payment periods are described in Exhibit H.

You may cancel the order at any time. If you give us oral instructions, we may require you to confirm them in writing. We cancel the order automatically when the account on which the check is drawn is closed or transferred. The stop payment order expires after the stop payment period ends, unless you reissue the stop payment order. If the check is presented for payment after the stop payment order expires or is canceled, we may pay the check.

You agree to review your account statements prior to requesting any stop payment order. You also agree to not request any stop payment order relating to a check that has been shown to be paid on such statements.

In some cases, we may pay a check even if a stop payment order is in effect. For example, if a banking center of this bank, or another person or entity, becomes a "holder in due course" of a check that you ask us to stop, we may still pay the check.

Our cutoff time for receipt at a banking center of a stop payment

or postdating order relating to your account is 10:00 a.m. local time or, if later, one hour after the banking center opens each business day. The cutoff time relates to our obligation to pay or return checks and other items. If we receive an order before this cutoff time, we may review items presented for payment against your account on the previous business day to determine whether we need to return any of them to comply with the order. If we receive the order after the cutoff time, we may not review items presented on the previous business day.

For example, if you give us a stop payment order after our cutoff time and the item you want to stop was presented for payment the previous business day, your order comes too late to stop payment on the item.

Manual stop payment orders. You may request a stop payment order in writing, by telephone or by facsimile transmission. If you give us oral instructions, we may require you to confirm them in writing.

For a stop payment order, we need the following:

- Your name
- Your telephone number
- Your account number
- The exact amount of the check in dollars and cents.
If you give us the wrong amount, we may pay the check.
- The check number. For two or more checks with consecutive numbers, we will need the beginning and ending numbers.

We may also ask for the date of the check and the name of the party to whom the check was made payable.

The stop payment takes effect after we verify that the check is unpaid. We examine our records for your account for only the last 90 days. You may choose to have the stop payment order last for specific periods, up to 36 months. To obtain cutoff times for manual stop payment orders, call us at the telephone number on your statement or ask your account representative.

Online stop payment orders. Our Online Stop Payment Services allow you to electronically place or cancel stop payment requests. The specific procedures for using these services, the applicable stop payment periods, and the bank operating hours and cut-off times are described in the applicable user documentation.

An online stop payment request will not be effective until we review our records for the time period specified in the applicable user documentation, determine that we have not paid the check during that period, and respond to you with an acceptance.

For a stop payment order placed electronically, we need the Magnetic Ink Character Recognition (MICR) serial number, the exact amount (dollars and cents) of the check for which payment is being stopped, and the account number on which the check is drawn. You understand and agree that we can only stop a check that shows exactly the same MICR serial number and amount as that included in the related stop payment order, since our computer system identifies a check on the basis of the MICR serial number and the exact amount of the check.

Confidential information. With the Online Stop Payment Service, we provide you with user identification codes, passwords and user documentation. This information is confidential. You must safeguard the information and adopt security procedures to prevent disclosure of the passwords and codes and unauthorized use of the user documentation. You may not make any copies of the user documentation without our prior consent. Notify us promptly by telephone, confirmed in writing, if any information is lost or its confidentiality is compromised.

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Automated Clearing House (ACH) stop payment orders.

From time to time, you may receive ACH debits to your account from senders you previously authorized to debit your account. You may ask us to stop payment on a future ACH debit to your account, if the item hasn't already been paid. You are responsible for notifying your sender that you have revoked your previous authorization for ACH debits.

You may request an ACH stop payment order in writing or by telephone. If you give us oral instructions, we may require you to confirm them in writing. If you don't, we may remove the stop payment after 14 days. Otherwise, your order will be effective for six months.

For an ACH stop payment order, we need the following:

- Your name
- Your telephone number
- Your account number
- The type of account (checking/savings)
- The exact amount of the ACH debit (if known)

We may also ask for the date that the prior ACH debit from this sender posted to your account, so that we can obtain the company name and company identification number used by your sender and printed on your statement. Otherwise, you must provide us with the company name and the company identification number.

If you give us the amount of the ACH debit item, we need the exact amount in dollars and cents. If you give us the wrong amount, we may pay the item. If you do not know the amount, we can place the stop payment based on the company name and company identification number of the sender, but this may stop all ACH items from this sender. If you give us the wrong company identification number, or if the sender changes the company identification number, we may pay the item.

The ACH stop payment takes effect within three banking days. A banking day is Monday through Friday, excluding holidays.

We charge a fee for the ACH stop payment order. Fees for the stop payment are described in Exhibit H.

You may cancel the ACH stop payment order at any time by notifying us in writing. We cancel the order automatically when the account on which the item is drawn is closed or transferred. The ACH stop payment order expires after the stop payment period ends, unless you reissue the stop payment order. If the ACH item is received after the stop payment order expires, we may pay the item.

Sub-Accounts

For regulatory accounting purposes we may classify checking accounts as two sub-accounts: a checking sub-account and a savings sub-account. For interest-bearing checking accounts, we calculate and pay interest at the same rate and in the same way on both subaccounts. For non-interest-bearing checking accounts, we do not pay interest on either sub-account. We may transfer funds between these sub-accounts. We record the sub-accounts and any transfers between them on our internal accounting records only. Otherwise, the subaccounts are subject to the same terms as the checking and savings accounts described in this Agreement.

Third-party endorsements

Checks and other items you want to deposit or cash must be endorsed by all parties to whom the items are payable. We may require that any third parties have their bank verify or guarantee their endorsements.

Transferring ownership

You may not transfer ownership of an interest-bearing deposit account to another party unless we close the account and open a new account in the name of the new account holder.

Unclaimed property

Unclaimed property laws require us to turn over abandoned accounts to the applicable state. The applicable state is generally the state listed in the address for your account statement. Your account is usually considered abandoned if you have not performed at least one of the following activities for the period of time specified in the applicable state's unclaimed property law:

- Made a deposit or withdrawal
- Written to us about the account
- Otherwise shown an interest in the account, such as asking us to keep the account active

Before we turn over an abandoned account, we may send a notice to the address we currently show for the account statement. If mail we previously sent to this address was returned, we may not send this notice.

If you have not performed at least one of the activities described in this section for a period of time that we consider substantial, then (unless prohibited by the law of the state where we maintain your account) we may charge dormant account fees on the account in addition to regular monthly maintenance and other fees and, if the account received interest, we may stop paying interest on the account. We may also refuse to pay items drawn on or payable out of the account. If you re-establish contact with us, we do not have to reimburse you for these fees and we are not liable to you for any interest that would otherwise have accrued on your account.

Value-dating

If you or we suspend, incorrectly post, or incorrectly route a transaction, we may value-date the transaction – that is, we may assign to the transaction the correct dollar value for the date it should have taken place, had it not been incorrectly handled.

Zero balance accounts service

With this service, also known as ZBAs, you can transfer funds between your accounts with us. This service may be restricted to certain account types.

You may also elect to have funds transferred to or from accounts of another company. If the other company is not a parent or subsidiary, you agree that for each such account, the company will provide its written authorization, in a form acceptable to us, for such transfers. Otherwise, you represent and warrant that the other company is a parent or subsidiary and that the parent or subsidiary has authorized us to perform such transfers. "Subsidiary" means any entity in which more than 50% of the ownership interest is owned, directly or indirectly, by you.

Taxpayer information

We are required to report annually to you, to the Internal Revenue Service (IRS) and to the appropriate state revenue authority, interest payments that total \$10 or more during the year on each of your checking, savings and time deposit accounts with us.

Accordingly, when you open an account, we are required to obtain – and each U.S. citizen or resident must give us – a certified

Exhibit D to Master Agreement
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U.S. TIN and correct information regarding your backup withholding status. (See below.) When you sign the agreement for an account, you sign under penalty of perjury that you have provided the correct name, TIN and backup withholding status.

For sole proprietors, the TIN may be either your Social Security Number (SSN) or your Employer Identification Number (EIN). For all other entities, the TIN is the entity's EIN. (For more information on providing the correct TIN, see the chart in this section.)

If you fail to furnish us with a certified TIN, if the IRS notifies us that the TIN you gave us is incorrect, or if the IRS notifies us that you failed to report all your interest and dividends on your tax return, we are required to withhold at the required rate on the interest credited to your account and pay it to the IRS. This percentage – known as backup withholding – is not an additional tax. You may claim amounts withheld and paid to the IRS as a credit on your federal income tax return.

Accounts held by U.S. corporations and nonprofit organizations qualified under section 501(a) of the Internal Revenue Code are exempt from taxpayer information reporting. Accounts held by exempt foreign persons or entities may also be exempt from taxpayer reporting, as discussed below.

Exempt foreign person or entity

Accounts held by a foreign person are exempt from taxpayer information reporting, with the following exceptions:

- If you provide us with a Canadian permanent foreign address when opening a new account or recertifying your exempt foreign person status, interest of \$10 or more paid on your account will be reported to you and the IRS on IRS Form 1042-S.
- If you certify on a Form W-8ECI that your deposit account is effectively connected with the conduct of a trade or business within the United States, interest of \$10 or more paid on your account will be reported to you and the IRS on IRS Form 1042-S.

For accounts with joint or multiple owners, all owners must qualify and certify their status as foreign persons. For U.S. tax purposes, you generally qualify as a foreign person exempt from Form 1099-INT reporting if you are the beneficial owner of the account and you meet all of the following conditions:

- You are not a citizen or resident of the United States;
- You do not have a U.S. Immigration Card; and
- You are not present in the United States for at least 31 days during the current year, or if you are present for this period of time, the total number of days you were present in the United States during the current and two preceding years does not equal or exceed 183 days, when multiplied as follows: for days in the current year, multiply by one; for days in the first preceding year, multiply by 1/3; and for days in the second preceding year, multiply by 1/6.

The definition of an exempt foreign person or entity also generally includes foreign corporations, partnerships, estates and trusts – provided that the entity is formed under the laws of a foreign country. Some additional limited exemptions exist. For more information, consult your tax advisor.

If you are married to a U.S. citizen or resident and have made an election under section 6013(g) or (h) of the Internal Revenue Code, you may not claim to be an exempt foreign person.

As an exempt foreign person or entity, you must provide the address of your permanent foreign residence or the entity's principal

foreign office on the Form W-8 that you give us.

You must also renew your status as an exempt foreign person or entity prior to the end of the third calendar year following the year in which you last certified your status. During that year, we send you the necessary forms. If you fail to renew your status by the last day of the fourth calendar year, your interest payments are subject to backup withholding. Some limited exemptions from this renewal process exist. For more information, consult your tax advisor.

If you become a U.S. citizen or resident after opening your account, you must notify us within 30 days and provide us with your certified name and TIN.

Penalties

If you fail to furnish a correct TIN, you may be subject to a \$50 IRS fine. If you make a false statement that has no reasonable basis and that results in no backup withholding, you may be subject to a \$500 IRS penalty. If you deliberately give false information, you may be subject to criminal penalties.

Exhibit D to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

Guidelines for providing the correct TIN (What name and number to give the requester)

For this type of account:

Give name and Social Security number of:

- 1) Individual The individual
- 2) Two or more individuals (joint account) The actual owner of account or, if combined funds, the first individual on account
- 3) Custodian account of a minor (Uniform Gift to Minors Act) The minor²
- 4) a. The usual revocable savings trust (grantor is also trustee) The grantor-trustee¹
 b. So-called trust account that is not a legal or valid trust under state law The actual owner
- 5) Sole proprietorship The owner³

For this type of account:

Give name and Employer ID number of:

- 6) Sole proprietorship The owners
- 7) A valid trust, estate, or pension trust Legal entity⁴
- 8) Corporate The corporation
- 9) Association, club, religious, charitable, educational, or other tax-exempt organization The organization
- 10) Partnership The partnership
- 11) Broker or registered nominee The broker or nominee
- 12) Account with Dept. of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments The public entity

1. List first and circle the name of the person whose number you furnished. If only one person on a joint account has an SSN, that person's number must be furnished.
 2. Circle the minor's name and furnish the minor's SSN.
 3. You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).
 4. List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)
Note: If no name is circled when there is more than one name, the number will be considered to be that of the first name listed.

Exhibit E to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

EXHIBIT E

Merchant Services Agreement [Intentionally left blank]

EXHIBIT F
CUSTOMER AGREEMENT FOR COMMERCIAL AUTOMATED INVESTMENT ACCOUNT

BANK OF AMERICA, N.A.

The AOC and Bank of America, N.A. ("Bank of America") hereby agree to establish one or more Commercial Automated Investment Accounts (each, an "Investment Account") for the AOC, for the benefit of the Superior Courts of California ("Superior Courts"), upon the following terms:

1. The Customer Agreement. This Customer Agreement for Commercial Automated Investment Account, together with each Investment Selection Form for the investment options selected by the AOC (each, an "Investment Option"), comprises the "Agreement".

2. Checking Account. For each account which the AOC maintains in its name with Bank of America and identifies on an Investment Selection Form (a "Checking Account"), Bank of America will establish in the AOC's name a commercial automated investment account ("Investment Account"). For the investment described in a given Investment Selection Form (the "Investment"), the AOC may maintain more than one Checking Account for the benefit of each Superior Court. Each Checking Account is governed by the terms and conditions set forth in the Bank of America Deposit Agreement and Disclosures, attached as Exhibit D to the Master Agreement.

3. Investment of Excess Funds. Beginning a reasonable time after the date Bank of America receives an Investment Selection Form, properly executed by the AOC, amounts from each designated Checking Account will be transferred to and from its specified Investment in accordance with the following procedures:

a. At the end of each banking day, upon the completion of the process of posting, Bank of America will determine the amount by which the collected balance in each Checking Account exceeds its respective target collected balance ("Target Balance") established jointly by Bank of America and the AOC. The initial Target Balance for each Checking Account is set forth in its respective Investment Selection Form(s). The amount by which the collected balance in the Checking Account at the end of each banking day exceeds the Target Balance for such Checking Account (as adjusted from time to time) is hereinafter called the "Excess Funds Amount". Subject to the terms in subparagraph b for Money Market (Adviser Class) Funds, the Excess Funds Amount will be applied to the Investment.

b. Money Market (Adviser Class) Funds have cut-off times for the placement of purchase and redemption orders that are earlier than Bank of America's close of business. In order to provide same-day investment of your excess funds in such an Investment Option, Bank of America must place, on behalf of all customers investing in a particular Investment Option through their respective investment accounts and on behalf of itself, an aggregate net purchase or redemption order for Fund shares before the close of Bank of America's business day. Bank of America then will allocate the individual purchase and redemption amounts of each such customer as of the close of business, when the final collected Checking Account balances of each customer are determined for that business day.

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Accordingly, for the AOC and all other customers investing in a Money Market (Adviser Class) Fund through an investment account, Bank of America will set a daily cut-off time at which time it will estimate, in good faith, the amount by which, for each banking day, the anticipated collected balance in each designated Checking Account as of the completion of the process of posting at the end of the banking day (the "Anticipated Collected Balance") will exceed or fall below its respective Target Balance.

If the Anticipated Collected Balance exceeds the Target Balance, Bank of America will add the amount of the excess to its net purchase (or deduct it from its net redemption) for that banking day. If the Anticipated Collected Balance for any designated Checking Account is less than the Target Balance, Bank of America will deduct the amount of the difference, up to the amount of each Checking Account's then current Money Market (Adviser Class) Fund balance, from its net purchase (or add it to its net redemption) for that banking day. Bank of America will, in good faith, also include in its daily net transaction for each Money Market (Adviser Class) Fund an additional amount which will serve as a reserve against underestimation of the aggregate of Anticipated Collected Balances from all customers investing in such Fund through investment accounts (the "Residual Amount"). Individual customer purchase and redemption amounts are then allocated by Bank of America after the close of each banking day in accordance with the following procedures.

Following the close of each banking day, Bank of America will determine the amount by which the actual collected balance in a Checking Account is greater or less than its respective Target Balance. The amount by which the business day-end collected Checking Account balance exceeds the Target Balance will be treated as the Money Market (Adviser Class) Fund or Fed Fund purchase for the respective Checking Account for that day (the "Excess Funds Amount") and will be added to the Investment balance for such Checking Account. If the business day-end collected Checking Account balance is less than its respective Target Balance, the amount of the difference, up to the available Fund balance, will be treated as the Fund redemption for the respective Checking Account for that day and will be subtracted from the Investment balance.

c. In the event that Bank of America's aggregate purchase of Fund shares, including the Residual Amount and net of any redemptions, is insufficient to cover the aggregate of the Excess Funds Amounts for all customers investing in such Investment Option on such banking day, the amount of the difference will be proportionately allocated among customers by Bank of America as reductions in the amount of each customer's purchase order that banking day. (If the AOC has multiple Investments in such Investment Option, such allocation will then be allocated pro rata among its related Investment Accounts.) Any such deducted amount will not be invested in the Investment Option or earn dividends or interest that banking day. In the event that the respective Residual Amount exceeds the amount necessary to cover all customer purchases of Money Market (Adviser Class) Funds on any banking day, Bank of America will hold the remainder amount.

d. The AOC understands and agrees that a Target Balance may be adjusted from time to time with the mutual consent of the AOC and Bank of America.

e. The AOC may elect to have the Excess Funds Amount for any given Checking Account split between investments in a Fed Funds Investment and an Investment Option under a separate Customer Agreement for Commercial Automated Investment Account with Bank of America covering Money Market (Market Class) Funds, Repurchase Agreements and Eurodollar Deposits ("Separate Agreement"). The AOC must designate such Checking Account or group of Checking Accounts on the Investment Selection Forms for both Investment Options and must complete a Secondary Investment Addendum to the Separate

Exhibit F to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

Agreement indicating the primary and secondary Investment Options. In the Form for the primary Investment Option, the designation must indicate that the Excess Funds Amount will first be invested in such Option but only up to a specified maximum amount. The amount of the Excess Funds Amount exceeding each specified maximum will be invested in the designated secondary Investment Option.

Such a split investment will constitute two separate Investments, each with its separate investment confirmation. Investment of the Excess Funds Amount for a given Checking Account may not be split more than two ways.

f. The AOC authorizes Bank of America to purchase and liquidate or redeem an Investment as provided in its respective Investment Selection Form and this Agreement and transfer the proceeds of any whole or partial liquidation or redemption of such Investment to its respective Checking Account.

4. **Amendment Upon Notice.** Bank of America has the right to amend this Agreement at any time, provided that any such amendment will take effect on the 30th day following the receipt by the AOC of a notice of the terms of such amendment.

5. **Assignment.** This Agreement may not be pledged, transferred or assigned by the AOC, but may be assigned by Bank of America with 30 days prior notice to the AOC.

6. **Best Efforts to Invest and Liquidate.** Bank of America will have no liability to the AOC for lost income or otherwise if Bank of America is unable in its best efforts, to invest the Excess Funds Amount, to liquidate or redeem an Investment pursuant to this Agreement, or because of the unavailability of any Investment. For Money Market (Adviser Class) Fund Investments, Bank of America will utilize such methodologies as it may deem necessary or appropriate in good faith from time to time to estimate the amount of Anticipated Collected Balances. However, Bank of America shall have no liability for any under-investment of AOC funds resulting from its commercially reasonable estimation of Anticipated Collected Balances.

7. **Service Fee.** The AOC agrees to pay Bank of America a monthly fee as specified in Exhibit H.

8. **Termination.** Either the AOC or Bank of America may terminate this Agreement. Termination by the Customer shall be effective two business days after written notice of termination is received by Bank of America. Termination by Bank of America shall be effective thirty (30) business days after the AOC's receipt of written notice, which is hand-delivered, mailed registered or certified mail, or sent by special courier, postage prepaid, to the AOC's address contained in the Master Agreement.

9. **Authority.** The AOC represents and warrants to Bank of America that all necessary corporate or other action required to authorize the AOC to enter into this Agreement has been taken, that the individual executing the Master Agreement (and thereby affirming this Agreement) has full authority to execute the Master Agreement on behalf of the AOC, for the benefit of the Superior Courts of California, and that the execution and performance of the Master Agreement (and this Agreement) does not contravene a Judicial Council Rule of Court, partnership agreement, or any agreement to which the AOC is a party or by which it is bound. Bank of America represents and warrants to the AOC that necessary corporate or other action has been taken to authorize the Master Agreement, the undersigned individual has full authority to execute the Master Agreement (and thereby affirm this Agreement) on Bank of America's behalf, and the Master Agreement (and this Agreement) does not contravene its charter or by-laws.

Exhibit F to Master Agreement
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10. The AOC acknowledges that the AOC is not relying on any communications (written or oral) by Bank of America or any of Bank of America's officers, employees or agents as investment advice or as a recommendation to enter into an Investment, it being understood that information and explanations related to the terms and conditions of any Investment shall not be considered investment advice or a recommendation to purchase such Investment. No communication (written or oral) received from Bank of America shall be deemed to be an assurance or guarantee as to the expected results of the Investment.

11. The funds that are invested in an Investment are not a deposit and are not insured by the Federal Deposit Insurance Corporation. The Investment is subject to investment risk, including possible loss of the principal amount invested.

12. **Liability.** Bank of America shall not be liable for any failure to perform or delay in the performance of the services provided for under this Agreement due to any causes beyond its control, including, but not limited to, riots, fires, floods, acts of God or public enemies, degradation or interruption of telephone or other communication service, utility power outages or surges, or unusually severe weather conditions; provided, however, that Bank of America shall take reasonable steps to maintain an effective business continuity program and to protect against and mitigate the effects of any such failure or delay. The AOC agrees that Bank of America shall not be liable on account of any action, omission or information in connection with any Investment, except for Bank of America's negligence or willful misconduct.

13. **Monthly Investment Account Statement.** Bank of America will furnish to the AOC monthly statements of each Investment Account. The AOC agrees that the form and timing of the periodic statements are acceptable to the AOC as confirmation of the Investments. The AOC understands that, under applicable law, if the AOC retains investment discretion, the AOC is entitled to receive, at no extra cost, a written notification at or before completion of each Money Market (Adviser Class) Fund Investment transaction which lists Bank of America's remuneration for such transaction or, if Bank uses a registered broker-dealer's confirmation, a copy of such confirmation within one business day from Bank's receipt thereof. The AOC agrees to waive this right.

14. **Miscellaneous.** Subject to the Master Agreement, the terms and conditions of this Agreement constitute the entire understanding of the parties with respect to the subject matter hereof. This Agreement will be governed by and interpreted, construed and enforced under the laws of the State of California with respect to such Investment.

Exhibit F to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

BANK OF AMERICA, N.A.

**Nations Reserves
Investment Selection Form**

The Administrative Office of the Courts (AOC), for the benefit of the Superior Court of _____ County, authorizes the following:

Checking Account(s) Number(s) _____ Initial Target Balance \$ _____

The Investment selected by the AOC for the above Checking Account(s) is (check one, only):

- Nations Cash Reserves Fund – Adviser Class Shares
 Nations Treasury Reserves Fund – Adviser Class Shares

Nations Reserves Funds:

- are NOT insured or guaranteed by the U.S. government, the FDIC, or any other government agency;
- are NOT deposits or other obligations of Bank of America;
- are NOT issued, endorsed or guaranteed by Bank of America; and
- involve investment risk, including the possible loss of principal.

The AOC, for the benefit of the Superior Courts, should review the prospectus for any Money Market Fund carefully before investing through the Investment Account.

1. This Investment Selection Form contains terms and conditions which relate to the purchase by the AOC, under the Customer Agreement for Commercial Automated Investment Account, Exhibit F to the Master Agreement, including its Exhibits and Appendices (Contract No. MA200307 between the AOC and Bank of America, N.A.), of the Investment. The Investment is shares of the mutual fund portfolio referenced above ("Money Market Fund"). A separate Investment Selection Form must be completed for each Money Market Fund in which the AOC wishes to make an Investment. The terms and conditions contained in this Investment Selection Form are part of Exhibit F to the Master Agreement, and capitalized terms used herein and not otherwise defined have the meanings ascribed to them in Exhibit F and the Master Agreement.

2. The Investment is more fully described in its Prospectus delivered to the AOC by Bank of America. By signing the Master Agreement, the AOC acknowledges that the AOC has received and reviewed the Prospectus. The AOC acknowledges that the Investment has been made after review of the Prospectus. The AOC acknowledges that Bank of America is entitled to a fee, paid by the Money Market Fund, not to exceed .25% of the daily net asset value of the shares, for providing certain distribution and shareholder support services. The AOC also acknowledges and understands that BACAP Distributors, LLC and Banc of America Capital Management, LLC are the distributor and investment adviser to Nations Funds, respectively. They and other affiliates of Bank of America provide services to Nations Funds and receive fees for such services. BACAP Distributors, LLC, member NASD, SIPC. Expenses of the Money Market Fund are disclosed in the Prospectus and may change from time to time.

3. The AOC authorizes Bank of America to purchase and redeem shares of the Money Market Fund in accordance with the Customer Agreement for Commercial Automated Investment Account, Exhibit F to the Master Agreement. The redemption proceeds shall be transferred to the listed Checking Accounts. The Investment will be made in the name of Bank of America which acts hereunder as agent for the AOC. The AOC understands that the Investment may only be accessed through the AOC's respective Checking Account.

4. In connection with shareholder services, Bank of America will send to the AOC all Money Market Fund proxy solicitation material and proxies. The AOC understands that the AOC is expected to vote them in such manner as the AOC considers desirable and then return them in accordance with the instructions received. The AOC understands that, if the AOC's written proxy instructions have not been received by Bank of America by the fifth business day prior to the meeting at which the proxy is to be voted, Bank of America is authorized pursuant to applicable agreements with the Money Market Fund to vote the AOC's outstanding shares in the same proportion as the proxies received from the other customers. The AOC relieves Bank of America of liability if proxies inadvertently do not reach the AOC.

Exhibit F to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

5. Earnings and distributions on the Investment will be credited to the Checking Account on the first banking day of the month following the month in which the Investment is made.
6. The AOC shall reimburse Bank of America in accordance with Exhibit H to the Master Agreement for any items paid by Bank of America in excess of collected funds on deposit in the Checking Account. The AOC agrees that Bank of America shall have the right, without prior notice to the AOC, to set off any funds received from the Investment Fund for a particular Superior Court against indebtedness owed by the AOC on behalf of that Superior Court to Bank of America. If items drawn on the Checking Account are dishonored by Bank of America because of insufficient collected funds deposited in the Checking Account or available for credit to the Checking Account pursuant to the terms hereof, the AOC, for the benefit of the related Superior Court, shall be fully responsible therefor.
7. Bank of America reserves the right, upon ten (10) days advance written notice to the AOC, to add or eliminate mutual funds as options for investment through the Investment Account. Bank of America may treat the AOC's failure to respond to such notice as consent to the redemption of the existing investment and to the purchase of shares of the substitute mutual fund with the proceeds of that redemption and with all future money deposited to the respective Checking Account in excess of the Target Balance, provided that the substitute mutual fund is a money market fund and has similar investment philosophy and portfolio to the Investment. Any new mutual funds available through the Investment Account will be considered "Money Market Funds" for all purposes in the Agreement.
8. The AOC understands that the Money Market Fund seeks to maintain a stable net asset value of \$1.00 per share; however, there can be no assurance that it will meet this objective. The yield for money market mutual funds varies with market conditions.

IMPORTANT NOTICE

Each Checking Account statement for the AOC may show daily transfers to and from the Investment Account that reflect the value of a complete redemption of the Money Market Fund shares and a day-end purchase of Money Market Fund shares. This is intended only to reflect the availability of funds from the AOC's investment in Money Market Funds, and is not intended to represent actual transfers. Only the net amount of these two transactions is actually transferred to or from each Checking Account at the end of the day, and only that net amount increases or decreases the amount of the Checking Account balance. The AOC should consult the Investment Account statement for the actual amount of purchases and redemptions of Money Market Fund shares. If Bank of America is unable for any reason to fully invest funds transferred from a Checking Account on any day, the amount of the purchase of Money Market Fund shares shown on the AOC's Investment Account statement may be less than the net transfer from the Checking Account on the Checking Account statement. Any such difference will be held in a Bank of America suspense account in trust for the AOC or returned to the applicable Checking Account. The AOC may contact its Treasury Management Officer with any questions regarding transaction reporting.

The AOC hereby authorizes Bank of America to invest the funds held for the benefit of the stated Superior Court in the above-listed Checking Account(s) in accordance with the Master Agreement and this Investment Selection Form.

Judicial Council of California, Administrative Office of the Courts

Date: _____

By: _____

(Signature)

Name: _____

(Print or Type)

Title: _____

(Print or Type)

Exhibit G to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

EXHIBIT G

PROCUREMENT CARD AGREEMENT

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EXHIBIT H
FEE SCHEDULE

The Fees associated with the Services provided under this Agreement are noted as follows:

1. Treasury, Collateralization, and Depository Services

a. Compensating Balance

1. Initially, Bank will be paid fully for all Services under Exhibits A, B, C and D through Compensating Balances from the applicable non-interest bearing accounts as directed by the AOC. Analysis and Compensating Balance calculations will be grouped by each Superior Court as directed by the AOC. Until the later of: 1) five years after the Effective Date of the Master Agreement, or 2) when all fifty-eight (58) California Superior Courts have their accounts managed by the AOC under the Master Agreement, the Bank and the AOC agree to monitor, and Bank shall adjust in good faith, the Compensating Balance requirements for each Superior Court group of accounts on a quarterly basis, without charge to the AOC, to assure that the earnings credit rate for the Compensating Balances for each such succeeding quarter are adequate to fully compensate, but not overcompensate, the Bank for all Services provided to the AOC for that succeeding quarter, without taking into account any Compensating Balance shortfall or overpayment during any prior quarters. Thereafter, the AOC and the Bank will enter into an arrangement whereby the AOC will arrange to make the Bank whole for any shortfall from a Superior Court group of accounts on a semi annual basis.
2. In addition, at any time the AOC may chose not to use Compensating Balances as payment for a particular Superior Court, in which case the fees will be paid monthly from the applicable account according to the Activity Charge Detail listed in subparagraph c, below.
3. Earnings Credit Rate (ECR): The State of California determines its ECR based on the average investment yield of the three-month T-Bill for the prior month. Bank agrees that it will apply this ECR to the AOC's Compensating Balances in order to determine the earnings it uses for the account analysis and the offset of Activity Charges listed in subparagraph c, below.

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 Contract No. MA200307 with Bank of America, N.A.

b. Implementation Costs

Implementation costs for the implementation of accounts and services on behalf of each Superior Court will be waived. This includes deposit slips, endorsement stamps and set-up fees.

c. Activity Charge Detail

These are the only charges to be assessed against each account under the Master Agreement and the Exhibits and Appendices thereto, and are assessed monthly.

| TMA CODE | SERVICE DESCRIPTION | PRICE | UNIT OF CHARGE |
|----------|---|----------|-----------------------|
| | General Account Services | | |
| 010000 | Account Maintenance | \$13.000 | Per Month per Account |
| 10000 | ZBA Maintenance | \$5.000 | Per Month per Account |
| 01 | Total General Account Services | | |
| | Depository Services | | |
| 100000 | Banking Center Deposit-CA | \$1.100 | Per deposit |
| 100007 | Quick Business Deposit-Night Drop Deposit | \$1.000 | Per deposit |
| 100111 | Coin Dep. Non Std Bag-Vault-PER BAG | \$2.500 | Per Bag |
| 100113 | Coin Dep Std Bag-Vault-PER BAG | \$1.250 | Per Bag |
| 100114 | Curr-Coin Dep-Per \$100-Vault | \$0.080 | Per \$100 |
| 100141 | Change Order-Vault | \$1.500 | Per Order |
| 100146 | Coin Supp-Roll-Std Box-Vault | \$0.060 | Per Roll |
| 100148 | Curr Supp-Per \$100-Vault | \$0.120 | Per \$100 |
| 100210 | Checks Deposited On Us-CA-Pre Encoded | \$0.025 | Per Check |
| 100212 | Checks Dep Local Clearings-CA-Unencoded | \$0.050 | Per Check |
| 100215 | Checks Dep Local RCPC-CA-Pre Encoded | \$0.030 | Per Check |
| 10021A | Travellers Check-Pre Encoded | \$0.047 | Per Check |
| 10021A | State of California Warrants-Pre Encoded | \$0.030 | Per Warrant |
| 10021A | U.S. Treasury PMO-Pre Encoded | \$0.047 | Per PMO |
| 100400 | Return Item Chargebacks | \$1.250 | Per Check |
| 100402 | Deposited Item Recleared | \$0.750 | Per Check |
| 100501 | Deposit Correction-Cash | \$2.500 | Per Correction |
| 100999 | Armored Car Services (at cost, through analysis) | | Per Invoice |
| 10 | Total Depository Services | | |
| | Paper Disbursement Services | | |
| 150000 | Controlled Disbursement Maintenance-PER ACCOUNT | \$70.000 | Per Month per Account |
| 150110 | Cont Disb Checks Paid-Truncated | \$0.045 | Per Check |
| 159999 | Cont Disb Funding Credit | \$0.080 | Per Credit |
| 150400 | Stop Pay Inquiry | \$0.500 | Per Inquiry |
| 15 | Total Paper Disbursement Services | | |
| | Paper Disbursement Reconciliation Services | | |
| 200010 | Full Reconciliation Maintenance | \$50.000 | Per Month per Account |
| 200201 | AR Transmission Input Per Item | \$0.040 | Per Check |

Exhibit H to Master Agreement
 Contract No. MA200307 with Bank of America, N.A.

| | | | |
|-----------|---|-----------|-----------------------------|
| 200201 | Per Transmission Input | \$15.000 | Per File Input |
| 200301 | Reconciliation Transmission Output | \$15.000 | Per File Output |
| 209999 | CD ROM Maintenance | \$25.000 | Per CD |
| 209999 | CD ROM Item (Daily)-IMAGE Stored ON CD ROM | \$0.030 | Per Check |
| 209999 | Image Requested Online - Direct | \$0.500 | Per Request |
| 20 | Total Paper Disbursement Reconciliation Services | | |
| | General ACH Services | | |
| 250000 | Direct Deposit-Mo. Maint. (first Co. ID) | \$100.000 | Per Month for First Account |
| 250000 | Direct Deposit-Mo. Maint. (Additional ID's) | \$25.000 | Per Month for Each 2+ Accts |
| 250107 | Direct Deposit - On-Us Items | \$0.030 | Per ACH |
| 250107 | Consumer Debits - On-Us Items (1-5,000) | \$0.030 | Per ACH |
| 260100 | Cash Con On-Us Items (1-5,000) | \$0.030 | Per ACH |
| 250120 | Direct Deposit-Originated Addendas | \$0.030 | Per ACH |
| 250300 | Direct Deposit>Returns | \$2.500 | Per ACH Return |
| 250501 | Direct Deposit-Input | \$15.000 | Per File Input |
| 250620 | ACH Delete/Reversal-Email | \$20.000 | Per ACH |
| 25 | Total General ACH Services | | |
| | Wire and Other Transfer Services | | |
| 350103 | Outgoing Fedwire-Automated | \$7.000 | Per Wire |
| 350120 | Intra-Company End of Day Book Transfer | \$1.000 | Per Transfer |
| 350299 | Incoming Wire Transfer | \$7.500 | Per Wire |
| 35 | Total Wire and Other Transfer Services | | |
| | Information Services | | |
| 400000 | Direct Prv Day Monthly Maint. | \$75.000 | Per Month per Account |
| 400001 | Direct Previous Day Detail Items Reported | \$0.080 | Per Transaction |
| 400005 | Per Acct Reported | \$40.000 | Per Month |
| 40 | Total Information Services | | |

2. Merchant Services

[Intentionally left blank]

3. Investment Services

3.1 These are the only fees assessed by the Bank in connection with the Investment Services, pursuant to Exhibit F.

3.2 The Bank's standard fee of \$200 per month per sweep account will be waived for the first year. In January of 2005, Bank and the AOC will review the use of the sweep product and its value to the AOC and each individual Superior Court. After this review, Bank will make recommendations to the AOC about the value of the sweep product and will negotiate with the AOC a fee not to exceed \$100 per month per sweep account.

4. Procurement Card Services

[Intentionally left blank]

Appendix A to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

Appendix A
List of Potential Participating Superior Courts
for Merchant Services
[Intentionally left blank]

Appendix B to Master Agreement
Contract No. MA200307 with Bank of America, N.A.

Appendix B

**Participation Agreement for Merchant Services
between
BA Merchant Services and Bank of America, N.A.
and
Superior Court of California, County of _____
[Intentionally left blank]**

15. Section 7.11 of the MS Agreement is hereby modified by adding the following to the end of that Section:

“The parties recognize and understand that you will collect certain personal information in connection with your provision of services regardless of whether the recipient uses a Card to pay for such services. You may use such personal information as required by law or Rules of Court; however, in no event may the Cardholder’s account number be used or a combination of the Cardholder’s name and account number be used except for a purpose identified or permitted in this Section 7.11.”

16. Section 9.01 of the MS Agreement is hereby removed and replaced in its entirety with the following:

“Deposit Account Required. You must maintain a Deposit Account in your name in satisfactory condition with us. In the absence of any other written agreement with us, the standard terms and conditions that apply to our deposit accounts of the same type will apply. As amounts become payable to you under this Agreement, we will make payments to you by crediting the Deposit Account. You authorize us to debit the Deposit Account and any Reserve Account, whether now existing or established in the future, or to offset any funds due you from us in connection with this MS Agreement, or both, for any and all amounts due us. The authorization given in this Section 9.01 will continue, even if this MS Agreement terminates, until you pay all of your obligations to us. If you do not maintain sufficient balances in the Deposit Account to cover amounts owing under this Agreement, you must immediately pay all such amounts directly to us, and if you do not do so, at our discretion we may cease processing additional Card Transactions until the amounts due are paid.”

17. Section 11.01 of the MS Agreement is hereby removed and replaced in its entirety with the following:

“To secure your performance of your obligations under this MS Agreement, you grant us a security interest in each Charge and its proceeds, the Reserve Account, whether now existing or established in the future, and in the proceeds of those accounts. We may enforce these security interests without notice or demand. The security interests granted under this MS Agreement will continue even if this MS Agreement terminates, until you pay all your obligations to us. You will cooperate with us by signing our standard agreements whereby you will consent to control by us over the disposition of funds in the accounts subject to the security interests.”

18. The introductory paragraph of Section 12.01 of the MS Agreement is hereby removed and replaced in its entirety with the following:

“You will pay us the fees in the Fee Schedule and its attachments. The Fee Schedule is part of this MS Agreement. Fees will be based on the gross dollar amount of all Charges received by us from you during the preceding calendar month, week, or day. In addition, you may be assessed a surcharge for certain non-qualified Transactions as described in the Fee Schedule. We may charge fees based on a discount percentage, per item, interchange plus basis, or as otherwise agreed with you. Additional fees and charges apply for the special services described following Section 18, as well as for extra services as agreed between you and us. Fees not in our sole control, (e.g. fees set by

Card Organizations) may be changed from time to time upon 30 days' prior notice. Fees in our sole control may be changed from time to time upon at least 180 days' prior notice; but in no event will any increase in fees in our sole control be effective prior to the first anniversary of this MS Agreement. Notices of changes in Fees will be made as provided in the Notices section of this MS Agreement. Any change in fees will become part of this MS Agreement as of the effective date."

19. The introductory paragraph and subsection A of Section 15 of the MS Agreement is hereby removed and replaced in its entirety with the following:

"The parties recognize and agree that this MS Agreement is a convenient method of providing standard contract terms and pricing for Courts. Either you or we may terminate this MS Agreement or may terminate any special services (following Section 18) effective as to all Courts who have executed a Participation Agreement, on 180 days' advance written notice, with or without cause, and as otherwise provided in this MS Agreement. You may also terminate this MS Agreement on less than 180 days' notice if you object to an amendment promulgated by us under Section 16. If not terminated by you or us earlier, this MS Agreement will terminate on January 1, 2009.

With respect to one or more Courts, we may terminate this MS Agreement immediately, followed by written notice to the person identified in the Participation Agreement, in the event we reasonably determine that, with respect to the Court(s) being terminated:

A) There is a material adverse change in your financial condition, except that a delay in the passage of the State of California annual budget at the end of the State's fiscal year will not constitute a material adverse change in financial condition for the purposes of this Subsection 15 A."

20. Section 16 A of the MS Agreement is hereby removed and replaced in its entirety with the following:

"A) Final Agreement. This Agreement, along with the Application, Fee Schedule, Operating Procedures, Participation Agreements, and Master Agreement dated January 2, 2004, is the entire Agreement between the parties on the subject matter contained within and supersedes all prior or contemporaneous negotiations, stipulations or agreement. In the event a Court had an agreement for merchant services with us ("Prior Merchant Services Agreement") and executes a Participation Agreement pursuant to these terms and conditions, this MS Agreement will supersede the Prior Merchant Services Agreement. If any provision of this Agreement is invalid or unenforceable, the other provisions remain effective. Sections related to Chargebacks, fees, Deposit Account, indemnification, limitation of liability, arbitration, Electronic Equipment, preservation and security of information and records, Reserve Account and general provisions survive termination of this Agreement."

21. Section 16 B of the MS Agreement is hereby removed and replaced in its entirety with the following:

"We may amend this MS Agreement with respect to changes outside our control (e.g. changes required by Card Organizations) or with respect to changes that are the result of systems changes that affect all or a substantial number of our merchants at any

time by sending you notice or making it available to you as provided in the Notices section of this MS Agreement at least 15 days before the effective date of the amendment, except for an increase in the Fee Schedule, which requires the advance notice provided in Section 12.01. The amendment becomes effective unless we receive your written notice of termination of this MS Agreement no later than the effective date of the amendment. We may amend this MS Agreement, excluding the Fee Schedule, on less than 15 days' prior written notice if we reasonably determine any Operating Procedure or provisions of law require an earlier amendment."

22. Section 17 of the MS Agreement, Arbitration and Waiver of Jury Trial, is hereby removed in its entirety.

23. Section 24 of the MS Agreement, Continuing Guaranty, is hereby removed in its entirety.

EXHIBIT E-3 TO MASTER AGREEMENT

PARTICIPATION AGREEMENT
BETWEEN
BANK OF AMERICA, N.A.
AND

This Participation Agreement is entered into between Bank of America, N.A. ("Bank of America") and _____, a Superior Court of California, County of _____, California ("Court"). Bank of America and the Administrative Office of the Courts for the State of California ("AOC") have entered into a Merchant Services Agreement, effective April 20, 2005 ("MS Agreement") as part of its Master Agreement MA200307 with Bank of America. The AOC negotiated the terms of such agreements, including pricing, for the benefit of the individual Courts in the State of California. Bank of America and AOC agreed that Bank of America would extend the terms, including the pricing, to individual Courts and by signing this Participation Agreement a Court agrees to and accepts such terms. All words and phrases not otherwise defined herein will have the meanings ascribed to them in the MS Agreement.

A. PARTICIPATION TERMS AND CONDITIONS

1. Court has submitted an Application for merchant services to Bank of America providing information and selecting certain service options.
2. By signing this Participation Agreement, Court and Bank of America agree to be bound by the terms and conditions of this Participation Agreement and the MS Agreement.
3. If Court was a party to a prior agreement for merchant services with Bank of America, such prior agreement is superseded by this Participation Agreement and all subsequent Transactions will be governed by this Participation Agreement, including the processing of Credit Vouchers and Chargebacks for Transactions prior to the effective date. For the purposes of this Section A.3, the effective date of this Participation Agreement will be set by Bank of America as soon as reasonably practicable after receipt of a fully executed Participation Agreement, but in no event later than 20 business days after receipt of such fully executed Participation Agreement.

B. INDIVIDUAL COURTS

1. The Court understands and agrees that the terms and conditions of the MS Agreement include individual Court obligations. For example, the individual Court makes the representations and warranties provided in Section 3.05 of the MS Agreement

with respect to each Transaction it submits to Bank of America. Likewise, Court will not be held responsible for acts or omissions of any other court that may also sign a Participation Agreement. For example, should another court have excessive Chargebacks, Court will not be penalized or subject to termination on that basis.

2. The parties agree that Court remains liable for its actions or inaction in processing a Card Transaction, including its direction to deposit collections into a County account. However, County is liable for the payment of Chargebacks, Credit Vouchers and the like and fees, including any fines or penalties, applicable to the Transactions or the Deposit Account in the County's name for Transactions processed to such Deposit Account.

3. The fees provided for in the MS Agreement and as noted in Exhibit H, Fee Schedule, apply to Court based on the Court's Transactions and obligations.

C. EFFECTIVE DATE AND TERMINATION

1. This Participation Agreement will become effective on the date it is signed by both parties.

2. This Participation Agreement remains in full force and effect until the parties hereto terminate it as provided in the MS Agreement or until the MS Agreement between AOC and Bank of America is terminated.

D. NOTICES

1. Any notice required or permitted to be given under the MS Agreement will be given as provided in those agreements.

2. Court understands and agrees that Bank of America may share with AOC any and all information as to Court's actions or failure to act with respect to accepting Cards or Checks for payments or collections.

E. COLLECTIONS FOR COUNTY

1. The parties understand that Court has certain authority to collect payments on behalf of the County in which the Court resides. The parties agree that Court may accept Cards or Checks as specifically provided in the MS Agreement for such payments. Court agrees that it will direct Bank of America to deposit any such collections to an account number in the name of the County.

2. Court may not collect payment for County in the absence of County's execution of a copy of this Participation Agreement.

F. COUNTY'S ACCEPTANCE OF COURT COLLECTION

By signing below, County agrees with the terms and conditions of the MS Agreement as they apply to Court's acceptance of payments on County's behalf, including without limitation, accepting liability for payment of Chargebacks, fees and penalties for Card Transactions deposited to the Deposit Account in the County's name as directed by the Court. The County also agrees to allow Bank of America to share cost information regarding Transactions with the AOC to assist in determining appropriate pricing.

BANK OF AMERICA, N.A.

By: _____

Print Name: _____

Title: _____

Date: _____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF _____

By: _____

Print Name: _____

Title: _____

Date: _____

OPTIONAL SIGNATURE OF COUNTY, COUNTY OF _____

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT H, REVISION 1
FEE SCHEDULE

The Fees associated with the Services provided under this Agreement are noted as follows:

1. Treasury, Collateralization, and Depository Services

a. Compensating Balance

1. Initially, Bank will be paid fully for all Services under Exhibits A, B, C and D through Compensating Balances from the applicable non-interest bearing accounts as directed by the AOC. Analysis and Compensating Balance calculations will be grouped by each Superior Court as directed by the AOC. Until the later of: 1) five years after the Effective Date of the Master Agreement, or 2) when all fifty-eight (58) California Superior Courts have their accounts managed by the AOC under the Master Agreement, the Bank and the AOC agree to monitor, and Bank shall adjust in good faith, the Compensating Balance requirements for each Superior Court group of accounts on a quarterly basis, without charge to the AOC, to assure that the earnings credit rate for the Compensating Balances for each such succeeding quarter are adequate to fully compensate, but not overcompensate, the Bank for all Services provided to the AOC for that succeeding quarter, without taking into account any Compensating Balance shortfall or overpayment during any prior quarters. Thereafter, the AOC and the Bank will enter into an arrangement whereby the AOC will arrange to make the Bank whole for any shortfall from a Superior Court group of accounts on a semi annual basis.
2. In addition, at any time the AOC may chose not to use Compensating Balances as payment for a particular Superior Court, in which case the fees will be paid monthly from the applicable account according to the Activity Charge Detail listed in subparagraph c, below.
3. Earnings Credit Rate (ECR): The State of California determines its ECR based on the average investment yield of the three-month T-Bill for the prior month. Bank agrees that it will apply this ECR to the AOC's Compensating Balances in order to determine the earnings it uses for the account analysis and the offset of Activity Charges listed in subparagraph c, below.

b. Implementation Costs

Implementation costs for the implementation of accounts and services on behalf of each Superior Court will be waived. This includes deposit slips, endorsement stamps and set-up fees.

Appendix B to Master Agreement
 Contract No. MA200307 with Bank of America, N.A.

c. Activity Charge Detail

These are the only charges to be assessed against each account under the Master Agreement and the Exhibits and Appendices thereto, and are assessed monthly.

| TMA CODE | SERVICE DESCRIPTION | PRICE | UNIT OF CHARGE |
|-----------|---|----------|-----------------------|
| | General Account Services | | |
| 010000 | Account Maintenance | \$13.000 | Per Month per Account |
| 10000 | ZBA Maintenance | \$5.000 | Per Month per Account |
| 01 | Total General Account Services | | |
| | Depository Services | | |
| 100000 | Banking Center Deposit-CA | \$1.100 | Per deposit |
| 100007 | Quick Business Deposit-Night Drop Deposit | \$1.000 | Per deposit |
| 100111 | Coin Dep. Non Std Bag-Vault-PER BAG | \$2.500 | Per Bag |
| 100113 | Coin Dep Std Bag-Vault-PER BAG | \$1.250 | Per Bag |
| 100114 | Curr-Coin Dep-Per \$100-Vault | \$0.080 | Per \$100 |
| 100141 | Change Order-Vault | \$1.500 | Per Order |
| 100146 | Coin Supp-Roll-Std Box-Vault | \$0.060 | Per Roll |
| 100148 | Curr Supp-Per \$100-Vault | \$0.120 | Per \$100 |
| 100210 | Checks Deposited On Us-CA-Pre Encoded | \$0.025 | Per Check |
| 100212 | Checks Dep Local Clearings-CA-Unencoded | \$0.050 | Per Check |
| 100215 | Checks Dep Local RCPC-CA-Pre Encoded | \$0.030 | Per Check |
| 10021A | Travellers Check-Pre Encoded | \$0.047 | Per Check |
| 10021A | State of California Warrants-Pre Encoded | \$0.030 | Per Warrant |
| 10021A | U.S. Treasury PMO-Pre Encoded | \$0.047 | Per PMO |
| 100400 | Return Item Chargebacks | \$1.250 | Per Check |
| 100402 | Deposited Item Recleared | \$0.750 | Per Check |
| 100501 | Deposit Correction-Cash | \$2.500 | Per Correction |
| 100999 | Armored Car Services (at cost, through analysis) | | Per Invoice |
| 10 | Total Depository Services | | |
| | Paper Disbursement Services | | |
| 150000 | Controlled Disbursement Maintenance-PER ACCOUNT | \$70.000 | Per Month per Account |
| 150110 | Cont Disb Checks Paid-Truncated | \$0.045 | Per Check |
| 159999 | Cont Disb Funding Credit | \$0.080 | Per Credit |
| 150400 | Stop Pay Inquiry | \$0.500 | Per Inquiry |
| 15 | Total Paper Disbursement Services | | |
| | Paper Disbursement Reconciliation Services | | |
| 200010 | Full Reconciliation Maintenance | \$50.000 | Per Month per Account |
| 200201 | AR Transmission Input Per Item | \$0.040 | Per Check |
| 200201 | Per Transmission Input | \$15.000 | Per File Input |
| 200301 | Reconciliation Transmission Output | \$15.000 | Per File Output |
| 209999 | CD ROM Maintenance | \$25.000 | Per CD |
| 209999 | CD ROM Item (Daily)-IMAGE Stored ON CD ROM | \$0.030 | Per Check |
| 209999 | Image Requested Online - Direct | \$0.500 | Per Request |
| 20 | Total Paper Disbursement Reconciliation Services | | |

Appendix B to Master Agreement
 Contract No. MA200307 with Bank of America, N.A.

| General ACH Services | | | |
|---|---|-----------|-----------------------------|
| 250000 | Direct Deposit-Mo. Maint. (first Co. ID) | \$100.000 | Per Month for First Account |
| 250000 | Direct Deposit-Mo. Maint. (Additional ID's) | \$25.000 | Per Month for Each 2+ Accts |
| 250107 | Direct Deposit - On-Us Items | \$0.030 | Per ACH |
| 250107 | Consumer Debits - On-Us Items (1-5,000) | \$0.030 | Per ACH |
| 260100 | Cash Con On-Us Items (1-5,000) | \$0.030 | Per ACH |
| 250120 | Direct Deposit-Originated Addendas | \$0.030 | Per ACH |
| 250300 | Direct Deposit>Returns | \$2.500 | Per ACH Return |
| 250501 | Direct Deposit-Input | \$15.000 | Per File Input |
| 250620 | ACH Delete/Reversal-Email | \$20.000 | Per ACH |
| 25 | Total General ACH Services | | |
| Wire and Other Transfer Services | | | |
| 350103 | Outgoing Fedwire-Automated | \$7.000 | Per Wire |
| 350120 | Intra-Company End of Day Book Transfer | \$1.000 | Per Transfer |
| 350299 | Incoming Wire Transfer | \$7.500 | Per Wire |
| 35 | Total Wire and Other Transfer Services | | |
| Information Services | | | |
| 400000 | Direct Prv Day Monthly Maint. | \$75.000 | Per Month per Account |
| 400001 | Direct Previous Day Detail Items Reported | \$0.080 | Per Transaction |
| 400005 | Per Acct Reported | \$40.000 | Per Month |
| 40 | Total Information Services | | |

2. Merchant Services

| | |
|--|----------------------------------|
| Bank Fee for Visa/MasterCard processing ¹ : | |
| Average transaction amount over \$75.00: | 10 Basis Points |
| Average transaction amount \$10.00- \$74.99 | \$ 0.07 |
| Per item electronic authorization fee: | \$ 0.10 |
| Per item voice authorization fee: | \$ 0.50 |
| Discover/American Express per item authorization fee: | \$ 0.15 |
| Set-up fee per merchant number (non-refundable) | \$75.00 |
| Chargeback fee (per chargeback item) | \$15.00/each |
| Monthly minimum processing fee per merchant ID | \$25.00 |
| On-line Reporting – 2 ID's per Merchant ID | included |
| Association level reporting available | \$75.00/per assoc/per user ID |
| Monthly charge for additional ID's per merchant number | \$ 5.95/each |
| Additional card types added after initial install: | \$15.00/MID |
| | |
| Terminal/printer rental (combined unit) ² | \$21.95/month + tax ³ |

¹ Fees will be set in advance at 10 basis points for analog transactions. (Alameda Superior Court had an average ticket size of \$175.00 in 2004.) Fees will be reset at \$0.07/per item if overall average transaction size is between \$10.00 and \$74.99 for 3 months. Normal reviews to be scheduled every six months or as per AOC's request.

² Terminal/printer equipment is provided by TASQ. Changes in fees that are not within Bank of America's control may be passed to the Courts.

³ Six month minimum rental required by TASQ

**Appendix B to Master Agreement
Contract No. MA200307 with Bank of America, N.A.**

| | |
|--|---|
| Imprinters: | \$25.00/annual |
| Terminal/printer rental (combined unit) | \$325.00/unit |
| POS Partner ⁴ Software(one time charge) | \$250.00/stand alone |
| POS Partner Software LAN version: | \$250.00/ plus \$25.00/ per workstation |
| POS Partner monthly service charge: | \$15.00/mo./per MID |
| CyberSource ⁵ gateway services | \$150.00/setup charge/per MID |
| CyberSource monthly gateway charge | \$19.95/per MID |
| CyberSource per transaction charge | \$ 0.10/each |

3. Investment Services

- 3.1 These are the only fees assessed by the Bank in connection with the Investment Services, pursuant to Exhibit F.
- 3.2 The Bank's standard fee of \$200 per month per sweep account will be waived for the first year. In January of 2005, Bank and the AOC will review the use of the sweep product and its value to the AOC and each individual Superior Court. After this review, Bank will make recommendations to the AOC about the value of the sweep product and will negotiate with the AOC a fee not to exceed \$100 per month per sweep account.

**4. Procurement Card Services
[Intentionally left blank]**

⁴ POS Partner product is supplied by Vital PS. Changes in fees that are not within Bank of America's control may be passed to the Courts.

⁵ Bank of America is a reseller for CyberSource. Changes in fees not within Bank of America's control may be passed to the Courts.

Notwithstanding the provisions of this Section 2.01 D, we will be permitted to disclose Court Confidential Information to the extent such disclosure is required by the order of a court or similar judicial or administrative body, provided that we will, as permitted by law, promptly notify you in writing upon receipt of any such order and prior to making any such required disclosure, and will cooperate with you to limit the scope of the disclosure.

We acknowledge and agree that any unauthorized disclosure or use (or threatened disclosure or use) of Court Confidential Information is likely to cause irreparable harm and significant injury to you, and/or the public, the degree of which may be difficult to ascertain and for which money damages could not reasonably or adequately compensate you. Accordingly, and in addition to your right to seek damages and other available remedies at law or in equity, we agree that you will have the right to obtain immediate temporary or preliminary injunctive relief enjoining any breach or threatened breach of this Section 2.01 D if so ordered by a court of competent jurisdiction.

We are bound by this Section 2.01 D notwithstanding any other provision contained in this MS Agreement and our obligations under this Section 2.01 D will survive indefinitely after termination of this MS Agreement or any portion thereof.”

8. Section 3.01 B of the MS Agreement is hereby removed and replaced in its entirety with the following:

“Except as otherwise required by law, you must treat this MS Agreement and all Visa, MC, Network and our documents and materials relating to this MS Agreement, including but not limited to all pricing information, and Operating Procedures, as confidential and proprietary and protect them with not less than the degree of care a prudent business entity would use to protect its own confidential and proprietary information. Notwithstanding the above, you may allow review or provide copies of all or part of this MS Agreement, including the pricing, to employees or members of the public who submit requests pursuant to the California Public Records Act or have a statutory right to review or copy such documentation, except that in no event may you share any or all of the Visa, MC or Network rules, or Operating Procedures published by such a party, with any person other than your employee(s) having a specific need to know. In any event of a request for the documents or information covered by this Section 3.01 by a third party, you will comply with or refuse the request in accordance with your standard procedures for review of such requests. In the event a court of competent jurisdiction orders disclosure of such information or document, you may comply after prior written notice to us of your intention to disclose.”

9. Section 3.02 A of the MS Agreement is hereby removed and replaced in its entirety with the following:

“You must provide adequate services in connection with each Card Transaction in accordance with any standard trade practices, customs and applicable warranties, and you must provide repairs, reprocessing of service and replacement or take other corrective action as may be required by law.”

10. Section 3.03 A of the MS Agreement is hereby modified by adding the following to the end of that Section:

“Notwithstanding anything to the contrary in this Section 3.03 A, failure to give us advance notice of changes in operation, will not be considered a material breach of this MS Agreement. However, in the event a Court has a 25% or greater change in the percentage of (i) volume or amount of Card Transactions or (ii) mail/phone order Card Transactions in comparison to all Card Transactions processed, or (iii) internet Card Transactions in comparison to all Card Transactions processed; then we may notify the person listed on the applicable Application and ask for a business explanation of the change. In the event there is no or insufficient business reason for such change in Card Transaction processing, we may, with respect to the applicable Court, on no less than 10 business days’ notice (i) require a Reserve Account, (ii) limit the type of Card Transactions accepted; or (iii) terminate the Court’s rights to process all Card Transactions under this MS Agreement.”

11. Section 3.04 of the MS Agreement is hereby modified by adding the following to the end of that Section:

“However, no Card Transaction will be subject to any change in Operating Procedures until either we or a Card Organization (i) have notified you of the change, or (ii) have made the change available to you on a website.”

12. Section 3.05 J of the MS Agreement is hereby removed and replaced in its entirety with the following:

“Each statement on the Card Transaction as submitted by you is true, and you have no knowledge of facts that would impair its validity or collectibility;”

13. Sections 4.02 B and 4.03 F of the MS Agreement are each hereby modified by adding the following to the end of those Sections:

“The parties recognize and understand that you will collect certain personal Cardholder information in connection with the provision of your services regardless of whether the recipient uses a Card to pay for such services. You will make every reasonable effort to separate and restrict the use of such personal information to ensure that the Card Transaction or personal information or both is not used for purposes other than your provision of services and settlement of the Card Transaction.”

14. Section 4.04 of the MS Agreement is hereby modified by adding the following to the end of that Section:

“The parties recognize both the special decorum that is maintained by the Courts and the benefit of letting people know that Cards may be used to pay for the goods or services provided by the Courts. With respect to Card Transactions on the Internet, you will be in compliance with the provisions of this Section 4.04 by providing the names of the Card types accepted in so-called drop down boxes or other selection indicator a person would use in completing payment. For other Card Transactions, we will work with you to set a mutually agreeable plan for compliance with this Section 4.04.”

